

# Request for Proposals (RFP)

## DPSCS Offender Case Management System (OCMS)

Solicitation No. DPSCS ITCD 2008-30

(Posted with Amendments 1-5)



Department of Public Safety and Correctional Services

Issue Date: March 6, 2008

### NOTICE

Prospective Offerors who have received this document from the Department of Public Safety and Correctional Services web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

**STATE OF MARYLAND  
NOTICE TO OFFERORS/CONTRACTORS**

In order to help us improve the quality of State proposals solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to submit a proposal on this contract, please fax this completed form to: 410-358-8671 to the attention of Linda Thompson.

**TITLE: DPSCS Offender Case Management System (OCMS)**

**Solicitation No: DPSCS ITCD 2008-30**

1. If you have responded with a "no bid", please indicate the reason(s) below:
  - ☐ Other commitments preclude our participation at this time.
  - ☐ The subject of the solicitation is not something we ordinarily provide.
  - ☐ We are inexperienced in the work/commodities required.
  - ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
  - ☐ The scope of work is beyond our present capacity.
  - ☐ Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section)
  - ☐ We cannot be competitive. (Explain in REMARKS section.)
  - ☐ Time allotted for completion of the bid/proposals is insufficient.
  - ☐ Start-up time is insufficient.
  - ☐ Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
  - ☐ Bid/Proposals requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
  - ☐ MBE requirements. (Explain in REMARKS section.)
  - ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
  - ☐ Payment schedule too slow.
  - ☐ Other: \_\_\_\_\_
2. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use the reverse side of this page or attach additional pages as needed.)

REMARKS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Offeror Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**KEY INFORMATION SUMMARY SHEET**

**STATE OF MARYLAND**

**Request for Proposals**

**OFFENDER CASE MANAGEMENT SYSTEM**

**Solicitation No. DPSCS ITCD 2008-30**

**RFP Issue Date:** March 6, 2008

**RFP Issuing Office:** Department of Public Safety and Correctional Services

**Procurement Officer:** Linda Thompson  
Procurement Officer  
6776 Reisterstown Road, Suite 211  
Baltimore, Maryland 21215  
Telephone #: 410-585-3110  
Fax #: 410-358-8671  
E-Mail: lthompson@dpscs.state.md.us

**Procurement Method:** Competitive Sealed Proposals (COMAR 21.05.03)

**Pre-Proposal Conference:** Wednesday, March 19, 2008, 1:00 P.M.  
Baltimore City Community College (BCCC)  
Conference Room 30  
710 E. Lombard Street  
Baltimore, MD 21202

**Proposals are to be sent to:** Department of Public Safety and Correctional Services  
6776 Reisterstown Road, Suite 211  
Baltimore, Maryland 21215  
Attention: Procurement Officer  
Linda Thompson

**Closing Date and Time:** ~~April 18~~ May 9 [Amendment # 1] ~~May 23~~ [Amendment #2] June 20 [Amendment #3], 2008 at 2:00 PM (Local Time)

**NOTE:**

Prospective Offerors who have received this document from the Department of Public Safety and Correctional Service's web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them. Contact the Procurement Officer to obtain an electronic file of the RFP in Microsoft Word and the Proposal Price Forms in Microsoft Excel.

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## SECTION 1 - GENERAL INFORMATION

### 1.1 Summary Statement

- 1.1.1 The Department of Public Safety and Correctional Services, or “Department” or “DPSCS”, is issuing this Request for Proposals (“RFP”) to procure and implement a statewide Offender Case Management System (OCMS). The Department intends to procure hardware, software, implementation support, training services and systems support to implement a browser-based, web-enabled OCMS to provide accurate and timely access to integrated data captured throughout the lifecycle of an offender from arrest booking, pretrial investigations through termination of supervision (i.e., release) to Department agencies, law enforcement, and community supervision constituents. OCMS will be used by all elements of the Department to manage offenders in accordance with its business rules and to obtain management information and reports.
- 1.1.2 The procured OCMS may be used to standardize business rules and processes across the Department for effective and efficient offender management. The new system shall enable a single point of entry for offender data and shall capture, track, maintain, and perform searches and matches on all offenders that have had contact with the State of Maryland criminal justice system.
- 1.1.3 The Department intends to perform a phased implementation of the OCMS in four stand-alone Functional Units in three major DPSCS divisions over a 3-year project lifecycle. Each stand-alone Functional Unit shall be one OCMS user community to include the high level business functions of offender Intake, Planning, Assessment, Supervision, Management and Closure. The procured software application will be a commercially available production version of a COTS-based product and must include most of the functionality as described in Section 2 and Attachment G – OCMS Functional and Technical Requirements Document of this RFP without the need to make major modifications to the application software programming.

**Three Major Divisions** (These are the Department structure designations where the current and future users of the proposed OCMS are “organizationally” located and represent the customers of OCMS):

1. **DPDS - Division of Pretrial Detention Services** - This Division is comprised of three components; the Baltimore Central Booking and Intake Center (BCBIC), the Baltimore City Detention Center (BCDC), and the Pretrial Release Services Program (PRSP). DPDS monitors smaller numbers of offenders than DOC or DPP. (Operates under the jurisdiction of DPSCS). The term ABS (Arrest & Booking System) is a major business function performed within the DPDS Business Unit (and 8 Maryland counties).

- a. **ABS** - Arrest & Booking System - Booking is the process by which a criminal justice system creates an administrative record of an arrested person. The process involves taking photographs (mug shots) of the offender, recording physical data, taking fingerprints for positive identification, and detailing charges against the offender as well as the arrest itself (including any charge, warrant and

citation data). The process also involves setting bail amounts, if applicable, the release process for ROR (release on own recognizance) or RWOC (release without charge) as well as an inventory and the storage, or release of personal property. Upon determination of commitment, Male inmates who are sentenced to 90 days or less, and Female inmates who are sentenced to 6 months or less, will be housed and supervised by DPDS at either the BCBIC or BCDC facilities. Both male and female offenders follow the same booking and incarceration/release process.

b. **ABS** is utilized at the following locations (physical locations or political jurisdictions):

- **BCBIC** - Baltimore Central Booking Intake Center (Physical Location) (Operates under the jurisdiction of DPSCS.)
- **BCDC** - Baltimore City Detention Center (Physical Location) (Operates under the jurisdiction of DPSCS.)
- **Eight (8) Maryland counties** (Operates under the jurisdiction of the unique local county.)

c. **PRSP** - **Pretrial Release Service Program** - is an entity within DPDS and is responsible for the investigation and assessment, case management, and supervision of an offender after the arrest and booking process.

2. **DOC** - **Division of Correction** - This division processes and monitors adults confined in any of the correctional facilities or alternate monitoring programs throughout Maryland. Some of the services that case managers assigned to this division provide include programs for remediation, treatment, training, education, and work release as well as ensuring referrals to psychology and social work. (Operates under the jurisdiction of DPSCS.)

a. **PATX** - Patuxent Institution -is an entity within DPSCS that was established as a place for chronic offenders to receive psychological treatment but has evolved into a program that provides rehabilitative services for eligible adult offenders and youth program participants as well as housing DOC inmates awaiting screening for eligibility.

3. **DPP** - **Division of Parole and Probation** - This division supervises and monitors offenders who serve or finish serving their sentences in the community. They assure conditions of supervision and reporting are met including the payment of restitution and fines, and assist offenders in securing employment and any other needed services such as drug treatment. (Operates under the jurisdiction of DPSCS.)

a. **MPC** - Maryland Parole Commission - is the organization within DPSCS that grants parole to an offender who is serving a sentence of incarceration of six months or longer, and has served at least one-fourth or one-half of his or her

sentence as determined by statute. Parole is a conditional and discretionary release from imprisonment

**The Four Major Stand-Alone Functional Units** to be supported with the core application that comprise OCMS are:

- **ABS** - Arrest and Booking System (ABS) as a subset of the Division of Pretrial and Detention Services (DPDS)
- **PRSP** - Pretrial Release Services Program as a subset of DPDS
- **DOC** - Division of Correction
- **DPP** - Division of Parole and Probation

- 1.1.4. The scope also requires the features and functionality necessary to meet the Department business process requirements as defined in the RFP Section 2 and Attachment G – OCMS Functional and Technical Requirements Document. As a result of this project, the Department expects to receive an operational OCMS functioning application which is mostly inclusive of each Functional Unit’s requirements.
- 1.1.5 Under the Contract to be awarded hereunder, the selected Offeror will produce OCMS software to support multiple user stand-alone Functional Units, and collectively the OCMS software for the Functional Units will become the OCMS operational model. The selected Offeror will provide implementation services to include planning, design, development, testing, and training for each Functional Unit application. The Contractor shall also recommend the order of implementation of the Functional Units so that the greatest benefit from system use can be achieved early in the implementation. Training services shall include technical training for Department IT staff and train-the trainer type training for end-user groups. Actual training of end-users will be performed by others. Upon completion of the technical training, Department IT staff shall be capable of assuming all data conversion and system integration responsibilities, and shall be equipped with the Contractor-provisioned application tools needed to make business process changes with Contractor advice.
- 1.1.6 The implementation of the total COTS solution will be accomplished in separate and distinct phases. It is anticipated that the first phase will result in the installation of the “core” features and functionalities of the complete software application that are common processes regardless of unique Functional Unit consideration. Subsequent installation phases will be for processes that have been designed and customized for each of the four Functional Units of the Department described in RFP Section 1.1.3 above. After award, the Department will determine the sequence of installation of all customizations following the completion of the Gap Analysis phase of the project and based on the recommendations of the Contractor. Note: The Department expects that each Functional Unit shall be capable of being implemented and operational independently from the other Functional Units.



## 1.2 Abbreviations and Definitions

For the purposes of this RFP, the following abbreviations have the meanings indicated below:

ABS	Arrest Booking System. See RFP Section 2.2.2.2, Table A
AES	Advanced Encryption Standard
ATM	Asynchronous Transfer Mode
AXIS	AXIS I-V (various diagnosis of mental health, from the DSM IV (Diagnostic and Statistical Manual)) <ul style="list-style-type: none"><li>a. AXIS I- Clinical Disorders</li><li>b. AXIS II- Underlying Pervasive or Personality Conditions</li><li>c. AXIS III- Acute Medical Conditions that contribute to a mental health disorder</li><li>d. AXIS IV- Psychological and Environmental factors</li><li>e. AXIS V- Global Asset/Assessment Functioning Scale (GAF)</li></ul>
BAFO	Best and Final Offer
CISO	Chief Information Security Officer. The CISO focuses on information security within DPSCS, provides tactical information security advice, and examines the ramifications of new technologies.
CM	Change Management
COM	Component Object Model
COMAR	Code of Maryland Regulations available on-line at <a href="http://www.dsd.state.md.us">www.dsd.state.md.us</a>
Contract Manager	The State representative for this project that is primarily responsible for Contract administration functions, including issuing written direction, compliance with terms and conditions, monitoring this project to ensure compliance with the terms and conditions of the Contract and to assist the Project Manager in achieving on budget/on time/on target (e.g. within scope) completion of the project.
Contract	The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of Attachment A.
Contractor	The selected Offeror that is awarded a contract by the State.
COTS	Commercial-Off-The-Shelf
DB	Database
DBMS	Database Management System
<b><u>Detainer Module</u></b>	<b><u>A detainer module shall include the checks and notification process to other jurisdictions in preparation for an inmates' release, for all formal detainees, as well as any open charges associated with the inmate. Open charges which may not have formal detainees associated with them include violation of</u></b>

**parole orders and civil detainers. Examples of our current detainer process includes but is not limited to the transfer of information found on detainers and open charges sent to case managers via a manual process, which assists them in classification of security level and placement in other facilities and/or programs. For instance an inmate who has a murder charge will likely not be eligible for pre-release status or outside the institution “work crew detail”. Additionally, at the conclusion of an inmates’ sentence a detainer check in addition to checks of any open charges is done by the commitment area to ensure that when an inmate is released from DOC custody, they are only released if they have no open charges elsewhere. [Amendment #4]**

DTS Data Transformation Services

EPHR Electronic Patient Health Records System

**Electronically Means of, implemented on, or controlled by a computer or computer network. [Amendment #3]**

#### Fixed Hourly Labor Category Rates

Fully loaded maximum hourly rates established in the Contract that include all direct and indirect costs and profit for the Contractor to perform additional work through a Task Order (TO). Indirect costs shall include all costs that would normally be considered general and administrative costs and/or routine travel costs, or which in any way are allocated by the Contractor against direct labor hours as a means of calculating profit or recouping costs which cannot be directly attributable to a TO as described in RFP Section 2.19.

GAF Global Asset Functioning Scale

Gross Sales All monies received by the Contractor from the sales of merchandise and products.

GUI Graphical User Interface

HP Hewlett Packard

ID Identification

Inmate An individual held in custody or sentenced to a DOC facility or Patuxent Institution.

IMS Information Management System

I/O Input/Output

IT Information Technology

ITCD Information Technology and Communication Division

JAIL	See RFP Section 2.2.2.2, Table A
JDBC	Java Database Connectivity
<b><u>JIS</u></b>	<b><u>The JIS application is the Judicial Information System. This system is maintained and supported by the personnel of the judicial branch of the government of the State of Maryland. The information contained and maintained in this automated system pertains to the operations and functions of the District and Circuit Courts of the State of Maryland. [Amendment #4]</u></b>
JMS	Java Message Service
LAN	Local Area Network
LDAP	Lightweight Directory Access Protocol
Local Time	Time in the Eastern Time Zone as observed by the State.
MBE	A Minority Business Enterprise certified by the Maryland Department of Transportation under COMAR 21.11.03
MH	Mental Health
MI	Mental Incompetence
<b><u>MIB</u></b>	<b><u>A management information base (MIB) stems from the OSI/ISO Network management model and is a type of database used to manage the devices in a communications network. It comprises a collection of objects in a (virtual) database used to manage entities (such as routers and switches) in a network. [Amendment #4]</u></b>
NTE	Not-to-Exceed Ceiling - Pertains to both Fixed Price and all Time and Material and Labor Hours types of Task Orders (TO) awarded under the Contract. It is a discrete dollar amount, listed in the TO that may not be exceeded. If the Contractor reaches this NTE Ceiling while performing under a TO, it shall stop performing any services for which it would seek payment beyond the NTE Ceiling amount, unless the Procurement Officer via Change Order authorizes an increase to allow the continuation of services.
NTP	Notice to Proceed. Written notice given by the State to the Contractor as authorization and direction to begin work in the areas specified.
OBSCIS I	Offender Based State Correctional Information System I. See RFP Section 2.2.2.2, Table A.
OBSCIS II	Offender Based State Correctional Information System II. See RFP Section 2.2.2.2, Table A.
OCMS	Offender Case Management System is the application software solution provided under this solicitation.
ODBC	Open Database Connectivity

OLE DB	Object Linking and Embedding Database
OLTP	Online Transaction Processing
Operational Module	A set of features and functionality for a Department agency embedded in the OCMS.
OPTTM	OCMS Project Technical Team Member
MAN	Metropolitan Area Network
MSMQ	Microsoft Messaging Queuing
PARIS	Parole Commission Information System. See RFP Section 2.2.2.2, Table A
PC	Personal Computer
PCN	Primary Control Number. The unique number originally assigned to an offender at BCBIC.
PM	Project Manager
PMP	Project Management Plan
POP	Post Office Protocol
Procurement Officer	The State representative, as identified in Section 1.5, responsible for this RFP, for the determination of Contract scope issues, and the only State representative who can authorize changes to the Contract.
PROFILE	Profile Information System. See RFP Section 2.2.2.2, Table A.
PRSP	Pretrial Release Services Program. See RFP Section 2.2.2.2, Table A.
PO	Purchase Order
PTIS	Pretrial Information System. See RFP Section 2.2.2.2, Table A.
QA	Quality Assurance
RADIUS	Remote Authentication Dial-In User Service
<b><u>Re-Entry Programming Data</u></b>	<b><u>Programs that are attended by the inmate before release that provides the inmate with skills and knowledge and attempts to prepare him/her for life in the community. The focus involves providing remedial services to address educational attainment, employment/vocational skills development, and substance abuse services. It may also include cognitive behavior modification, anger management and familial and parental skills counseling. [Amendment #4]</u></b>
REL	Pretrial Release System. See RFP Section 2.2.2.2, Table A.
RFP	This Request for Proposals for the State of Maryland, Department of Public Safety and Correctional Services, Commissary Services,

	Solicitation Number DPSCS ITCD 2008-30, dated March 6, 2008, including any amendments.
RISC	Repeat Incarceration Supervision Cycle. See RFP Section 2.2.2.2, Table A.
RMP	Rule Management Plan
RPOC	Reisterstown Plaza Office Center
RTM	Requirements Traceability Matrix
SCR	Security Compliance Review
SEMP	System Engineering Management Plan
SID	State Identification Number: Based on positive fingerprint identification. <b><u>The SID# field contains 10 numeric characters (no alpha characters, just numbers). The minimum value of the SID# is zero, there is no maximum value as it will expand to accommodate the number of fingerprinted individuals. [Amendment #4]</u></b>
SLA	Service Level Agreement
SMA	System Maintenance Agreement
SMI	Serious Mental Illness
SMTP	Simple Mail Transfer Protocol
SOA	Service Oriented Architecture
SONET	Synchronous Optical Network
SOW	Statement of Work
SQL	Structured Query Language
SSH	Secure Socket Shell
SSL	Secure Socket Layer
TCP/IP	Transmission Control Protocol/Internet Protocol
<b><u>Transaction Session</u></b>	<b><u>The period of time from when a transaction is invoked by an OCMS user that includes all the changes and/or additions made to an offender case record up to the point an explicit “commit” action is taken (e.g. “Apply” button, or “Save” button). [Amendment #3]</u></b>
<b><u>User Interface</u></b>	<b><u>The same as GUI, a screen or other means for an OCMS end user to interact with the system. [Amendment #1]</u></b>
VOP	Violation of Parole. See RFP Section 2.2.2.2, Table A.
VPN	Virtual Private Network
VSAM	Virtual Storage Access Method

**1.3 Contract Type**

- 1.3.1 The Contract that results from this RFP shall be a firm-fixed price contract in accordance with COMAR 21.06.03.02 for the OCMS and related services and an indefinite quantity contract with fixed unit prices in accordance with COMAR 21.06.03.06 for optional services as described in the RFP Section 2.19.

**1.4 Contract Duration**

- 1.4.1 The term of this Contract will be a period of 36 months commencing on or about 10/1/08 and terminating three years after the effective date of the Contract. The State shall have the sole right to exercise up to five, one-year renewal options at its discretion. The State anticipates the renewal periods will consist of purchased system support and maintenance after warranty and purchased maintenance in force during the base period of the Contract expires.

**1.5 Procurement Officer**

- 1.5.1 The sole point-of-contact in the State for purposes of this RFP prior to the award of any contract is the Procurement Officer as listed below:

Linda Thompson  
Director of Procurement and Procurement Officer  
Department of Public Safety and Correctional Services  
6776 Reisterstown Road, Suite 211  
Baltimore, Maryland 21215  
Telephone #: 410-585-3110  
Fax #: 410-358-8671  
E-Mail: lthompson@dpscs.state.md.us

- 1.5.2 The Department may change the Procurement Officer at any time by written notice.

**1.6 Contract Manager**

- 1.6.1 The Contract Manager is the State representative who monitors and assesses the performance of the Contractor and is designated below:

Paula Davis  
ITCD  
Department of Public Safety and Correctional Services  
6776 Reisterstown Road, Suite 209  
Baltimore, Maryland 21215  
Telephone #: 410-585-3149

- 1.6.2 The Department may designate or change the Contract Manager at any time by written notice to the Contractor.

## **1.7 Pre-Proposal Conference**

- 1.7.1 A Pre-Proposal Conference (“Conference”) shall be held on **March 19, 2008**, beginning at **1:00 PM**, at the:
- Baltimore City Community College (BCCC)  
Conference Room 30  
710 E. Lombard Street  
Baltimore, MD 21202
- 1.7.2 Attendance at the Pre-Proposal Conference is not mandatory, but all interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may improve the Offeror’s overall understanding of technical requirements and the ability to meet the State’s Minority Business Enterprise (MBE) goals, affidavits, Living Wage and other administrative requirements.
- 1.7.3 The Pre-Proposal Conference will be summarized in writing. As promptly as is feasible after the Pre-Proposal Conference, a written summary of the Pre-Proposal Conference and all questions and answers known at that time will be distributed, free of charge, to all prospective Offerors known to have received a copy of this RFP.
- 1.7.4 In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, please submit the Pre-Proposal Conference Response Form to the attention of Linda Thompson, preferably via e-mail at [lthompson@dpscs.state.md.us](mailto:lthompson@dpscs.state.md.us), or via facsimile at **(410) 358-8671** with such notice no later than **2:00 PM, March 14, 2008**. The Pre-Proposal Conference Response Form is included as Attachment E to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. The Department shall make reasonable efforts to provide such special accommodation.

## **1.8 Questions**

- 1.8.1 The Procurement Officer, prior to the Conference, shall accept written questions from prospective Offerors. If possible and appropriate, such questions shall be answered at the Conference. (No substantive question shall be answered prior to the Conference.) Questions may be submitted to the Procurement Officer by mail, facsimile, or preferably, by e-mail. Questions, both oral and written, shall also be accepted from prospective Offerors attending the Conference. If possible and appropriate, these questions shall be answered at the Conference.
- 1.8.2 Questions shall also be accepted subsequent to the Conference. All post-Conference questions should be submitted in a timely manner to the Procurement Officer only. The Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all Contractors who are known to have received a copy of the RFP.

## **1.9 Proposals Due (Closing) Date**

- 1.9.1 An unbound original and nine bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.5, no later than **2:00 PM (local time)** on ~~April 18~~ May 9 [Amendment #1] ~~May 23~~ [Amendment #2] June 20 [Amendment #3], 2008, in order to be considered.
- 1.9.2 Requests for extension of the closing date or time shall not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, proposals received by the Procurement Officer after the due date, ~~April 18~~ May 9 [Amendment # 1] ~~May 23~~ [Amendment #2] June 20 [Amendment #3], 2008 at **2:00 PM (local time)**, shall not be considered. Proposals may not be submitted by e-mail or facsimile. Proposals shall not be opened publicly.

## **1.10 Duration of Offer**

- 1.10.1 Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

## **1.11 Revisions to the RFP**

- 1.11.1 If it becomes necessary to revise this RFP before the due date for proposals, amendments shall be provided to all prospective Offerors who were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Amendments made after the due date for proposals shall be sent only to those Offerors who submitted a timely proposal.
- 1.11.2 Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offeror's proposal in the transmittal letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

## **1.12 Cancellations; Acceptance; Minor Irregularities and Discussions**

- 1.12.1 The State reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State of Maryland. The State also reserves the right, in its sole discretion, to award a contract based upon the written proposals received without prior discussions or negotiations.



## **1.13 Oral Presentation**

- 1.13.1 Offerors will be asked to make oral presentations summarizing their technical proposal and regarding their application software to DPSCS's representatives. The purpose of these discussions is twofold: 1) to clarify information in Offeror's proposals and 2) to demonstrate a production version of OCMS COTS software to meet the requirements of the RFP. The expectation is that the oral presentation will be scheduled approximately a month after proposal receipt.
- 1.13.2 The presentation may include but is not limited to the following items in the Offeror's technical proposal, see Section 4.2 (Technical Criteria) for additional details.
- Description and demonstration of how the proposed services shall be provided on Offeror's proposed hardware. Show via a scripted demonstration of the proposed OCMS software.
  - Description and demonstration of how the Offeror plans to meet the identified requirements in the RFP and Attachment G (functional requirements) using the proposed OCMS software.
  - Offeror's experience and capabilities as it relates to this RFP.
  - Description of the Offeror's organization.
  - Description of which organizational unit shall provide the different services that are referenced in the Offeror's response to this RFP. The presentation should include the Offeror's organization chart.
  - Description of how the Offeror plans to meet the RFP Project reporting requirements.
  - Description of references where the service offered is functioning in a production environment.
- 1.13.3 Section 1.13.2 requires a software demonstration. Since the State's requirement is for a commercially available production version of COTS OCMS software, the Offeror's demonstration will use a version of the software already in use by another State or public entity. The purpose of the demonstration is to confirm the information provided within the Offeror proposals based on the Offeror's COTS product, evaluate ease of use, and system output accuracy levels. No customization of software to meet the specific requirements outlined in this RFP will be required to the Offeror's COTS product for the purpose of these demos. The demonstration and presentation could potentially take up to a day
- 1.13.4 The demonstration will focus on illustrating how the functional requirements in the RFP and Attachment G are met and also include the following:
- Application Overview
  - List all Software and Hardware used in live demo (i.e. laptop specification and OCMS software suite name and version).

- Conduct any necessary orientation for the evaluation team members to understand the software operations being demonstrated. The demonstration should replicate the functionality in the Offerors proposal as outlined in the RFP Section 3.4.6.4

1.13.5 The Department will provide the facilities (i.e., projector, video and audio conferencing facilities and internet connection) for the presentation.

#### **1.14 Site Visit to Observe Deployed Software in a User Setting**

1.14.1 As a follow on to the demonstration described in the RFP Section 1.13, the evaluation committee will likely request a field visit to a successful installation of the Offeror's software that is the same version of the production OCMS software that was demonstrated. The visit would take place after the demo at the State's facility and the Offeror would coordinate dates and locations with its client and provide availability times and a contact point in the client organization to the Procurement Officer. The Procurement Officer will then make final arrangements for the site visit directly with the Offeror's client.

1.14.2 The Offeror may advise its client that an evaluation team numbering approximately nine people would desire a limited demonstration of the software in a production environment. The Department's representatives would discuss and observe the application with their client counterparts to obtain first hand knowledge of the system operation and gain insight into customer experience and satisfaction of the product and satisfaction with the Offeror. The Department representatives would ask questions about system performance (both technical and non-technical), Contractor performance and overall satisfaction with the system. Potential areas the Department would like to see demonstrated are:

- Logical flow of business processes of an offender (i.e., Intake, Planning/Assessment, Supervision and Management for Pretrial, Correction, Parole, Probation and treatment services) to include the following activities:
  - Administrative functions such as user access and permissions
  - Searching the databases
  - Establishing search priorities
  - Recording notes fields
  - Scheduling (e.g., appointments, alerts)
  - Event-based triggers and alerts
  - Display images with available tools
  - Scanning of original documentation
  - Record retrieval
  - Transaction logging
  - Report generation
  - Ad Hoc reporting

- Quality control process
- Demonstrate approach to ensure data security
- Discuss system integration (i.e., tools, utilities) approach

#### **1.15 Incurred Expenses**

- 1.15.1 The State shall not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this RFP.

#### **1.16 Economy of Preparation**

- 1.16.1 Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposals to meet the requirements of this RFP.

#### **1.17 Protests/Disputes**

- 1.17.1 Any protest or dispute related respectively to this RFP or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

#### **1.18 Multiple or Alternate Proposals**

- 1.18.1 Neither multiple nor alternate proposals will be accepted.

#### **1.19 Minority Business Enterprises**

- 1.19.1 A Minority Business Enterprise (MBE) subcontractor participation goal of 25% of the dollar value of the Contract has been established for this procurement. The Contractor shall structure its award(s) of subcontracts under the Contract in a good faith effort to achieve the goal in such subcontract awards by businesses certified by the State of Maryland as minority owned and controlled. MBE requirements are specified in ATTACHMENT D of this RFP. Subcontractors used to meet the MBE goal of this RFP must be identified in the Offeror's proposal.
- 1.19.2 Questions or concerns regarding the MBE requirements of this solicitation must be raised before the opening of bids or receipt of initial proposals.
- 1.19.3 ATTACHMENTS D-1 and D-2 must be completed and submitted with each Offeror's proposal. **Failure of the Contractor to complete, sign, and submit attachments D-1 and D-2 at the time it submits its Response to the RFP will result in the State's rejection of the Contractor's Proposal to the RFP. This failure is not curable.**
- 1.19.4 A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, 7201 Corporate Center Drive, P.O. Box 548, Hanover, Maryland 21076. The phone number is 410-865-1269. The directory is also available at <http://www.e-mdot.com/>. Select the MBE Program label. The most current and up-to-date information on MBEs is available via the web site.

## **1.20 Access to Public Records Act Notice**

- 1.20.1 An Offeror should give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials should not be disclosed by the State, upon request, under the Access to Public Records Act, Title 10, Subtitle 6, Part III, of the State Government Article of the Annotated Code of Maryland.
- 1.20.2 Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed. (See COMAR 21.05.08.01.) **Information which is claimed to be confidential is to be identified *after* the Title Page and *before* the Table of Contents in the Technical Proposal and, if applicable, also in the Financial Proposal.**

## **1.21 Offeror Responsibilities**

- 1.21.1 The selected Offerors shall be responsible for rendering services within the category for which they have been selected as required by this RFP. All subcontractors shall be identified and a complete description of their role relative to the proposal shall be included in the Offeror's proposal. Additional information regarding MBE subcontractors is provided under RFP Section 1.19 above.
- 1.21.2 If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal shall contain an explicit statement that the parent organization will guarantee the performance of the subsidiary. Subcontractors retained for the sole purpose of meeting the established MBE participation goal(s) for this solicitation shall be identified as provided in Attachment D of this RFP.

## **1.22 Mandatory Contractual Terms**

- 1.22.1 By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the technical proposal; exceptions to the required format, terms and conditions of Financial Proposal must also be clearly identified in the Executive Summary, without disclosing any pricing information. A proposal that takes exception to these terms may be rejected.

## **1.23 Proposal Affidavit**

- 1.23.1 A completed Bid/Proposal Affidavit must accompany the Technical Proposal submitted by an Offeror. A copy of this Affidavit is included as Attachment B of this RFP.

#### **1.24 Contract Affidavit**

- 1.24.1 All Offerors are advised that if a contract is awarded as a result of this RFP, the successful Offeror shall be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit must be provided within five business days of notification of proposed Contract award.

#### **1.25 Arrearages**

- 1.25.1 By submitting a response to this RFP, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for contract award.

#### **1.26 Procurement Method**

- 1.26.1 This Contract shall be awarded in accordance with the Competitive Sealed Proposals process under COMAR 21.05.03.

#### **1.27 Verification of Registration and Tax Payment**

- 1.27.1 Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

#### **1.28 False Statements**

- 1.28.1 Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:
- 1.28.2 In connection with a procurement contract, a person may not willfully:
- Falsify, conceal, or suppress a material fact by any scheme or device;
  - Make a false or fraudulent statement or representation of a material fact; or
  - Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- 1.28.3 A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- 1.28.4 A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

## **1.29 Non-Visual Access**

- 1.29.1 The Bidder or Offeror warrants that the information technology offered under this bid or proposal (1) provides equivalent access for effective use by both visual and non-visual means; (2) shall present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The Bidder or Offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access shall not increase the cost of the information technology by more than five percent. For purposes of this regulation, the phrase “equivalent access” means the ability to receive, use, and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

## **1.30 eMarylandMarketplace**

- 1.30.1 eMarylandMarketplace (eMM) is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DBM web site ([www.dbm.maryland.gov](http://www.dbm.maryland.gov)) and other means for transmitting the RFP and associated materials, the solicitation and summary of the pre-bid/proposal conference, Offeror questions and the Procurement Officer’s responses, addenda, and other solicitation related information will be provided via eMM.
- 1.30.2 In order to receive a contract award, a vendor must be registered on eMM. eMM registration is made through the eMarylandMarketplace website at [www.eMarylandMarketplace.com](http://www.eMarylandMarketplace.com).

## **1.31 Payments by Electronic Funds Transfer**

- 1.31.1 By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller’s Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form attached as Attachment K. Any request for exemption shall be submitted to the State Comptroller’s Office for approval at the address specified on the COT/GAD X-10 form and shall include the business identification information as stated on the form and include the reason for the exemption. The COT/GAC X-10 form can be downloaded at: <http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>

## **1.32 Living Wage**

- 1.32.1 A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State’s Living Wage requirement is contained in this solicitation (see Attachment M entitled “Living Wage Requirements for

Service Contracts”). If the Offeror fails to submit and complete the Living Wage Affidavit of Agreement (See Attachment N), the State may determine an Offeror to be not responsible.

1.32.2 Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$11.30 per hour, if State contract services valued at 50% or more of the total value of the Contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$8.50 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George’s, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

1.32.3 ~~The Contract resulting from this solicitation will be deemed to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract. If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract. If the Contractor provides more than 50% of the services from an out-of-State location, then the Contract will be deemed to be a Tier 1 Contract. The Offeror must identify in their Offer the location(s) from which services will be provided.~~ **The contract resulting from this solicitation has been determined to be a Tier 1 contract. [Amendment #3]**

1.32.4 Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dllr.state.md.us/> and clicking on Living Wage.

### **1.33 Conflict of Interest**

1.33.1 Potential Offerors should be aware that the State Ethics Law, State Government Article, § 15-508, might limit the selected Contractor’s ability to respond to this solicitation, depending upon specific circumstances.

### **1.34 Non-Disclosure Agreement**

The successful Offeror awarded a Contract will have access to certain documents and materials as may be required to fulfill the requirements of the RFP. The Contractors, employees and agents who require access to such documents as part of their contractual duties will be required to sign a Non-Disclosure Agreement.

All Offerors are advised that if a contract is awarded as a result of this RFP, the successful Offeror shall be required to complete a Non-Disclosure Agreement. A copy of this Agreement is included for informational purposes as Attachment L of this RFP. This Agreement must be provided within five business days of notification of proposed Contract award.

## SECTION 2 – STATEMENT OF WORK

### 2.1 Purpose & Summary

2.1.1 The purpose is to procure a commercially available production version of a COTS OCMS for the full integration of offender-related data, promote information-sharing, and enhance reporting and ad-hoc report generation capabilities across the Department's Functional Units as defined below. The Department does not wish to procure a system under development and requires a COTS solution. The OCMS purchased by the Department must be operational and commercially available by the due date of the proposals. Operational and commercially available means a deployed operational system in active use by a client of the Contractor. Failure to meet this test would result in uncertainty that the procured OCMS would be ready when required and uncertainty that any untried and undeployed system would operate as specified. The Department's high level requirements are further summarized in RFP Section 1.1 and represent Contract requirements.

### 2.2 Background

#### 2.2.1 Agency Information

2.2.1.1 The Department operates all state prisons, the Baltimore City Detention Center (BCDC), and Baltimore Central Booking Intake Center (BCBIC), oversees probationers, who are conditionally returned to the community by the court in lieu of incarceration, and supervises all parolees including mandatory supervisees.

2.2.1.2 There are currently 26 state prisons ranging from maximum security to pre-release and 50 offices within the DPP which includes the parole/probation and drinking driver monitor program and field and administration offices.

2.2.1.3 The offender population under Department jurisdiction is approximately 26,748 housed in DPDS and DOC Institutions and approximately 69,261 under the active supervision DPP including the Drunk Driving Monitoring Program. **There are approximately an additional 100,000 offender records that are in an "archive" status that may or may not be migrated to the replacement system. [Amendment #4]**

2.2.1.4 In addition, the provisioning and support of criminal justice information systems to the Department is managed through the Information Technology and Communications Division (ITCD).

2.2.1.5 The current and future users of OCMS are described in the RFP Section 1.1.3.

#### 2.2.2 Current Case Management Application Portfolio

2.2.2.1 The Information Technology and Communications Division (ITCD) provides a range of automated technology services to include applications that support the



- user community's offender case management information needs. These applications were developed over a considerable length of time between the mid 1970s to the present, many of which are referred to as the "legacy" applications.
- 2.2.2.2 The following table briefly describes a subset of systems currently used by the Departments to manage offender case files. A number of standalone systems, which primarily consists of Microsoft Access programs are described as well. These systems represent a sample of sources of data elements for the OCMS. Candidate systems for disposal will be determined after execution of this Contract following completion of the Gap Analysis which will determine data conversion and interface. It is likely the selected OCMS will replace many of the current systems that make up the existing OCMS.

TABLE A

Application	Description
<b>VOP</b>	VOP or Violaton of Parole is a web enabled application created to automate the DPP Report and Violation of Parole process, it connects to the OBSCIS I and II mainframe systems to bring in data so as to reduce retyping of data already store electronically and reduce data entry errors.
<b>ABS</b>	ABS is the Arrest Booking System used by Baltimore City and 8 counties throughout the State of Maryland. It maintains all arrest and booking information and interfaces live scan machines to Maryland Automated Fingerprint Information System (MAFIS) to provide positive identification of offenders. (NOTE: The requested functionality of the Arrest Booking System (ABS) is that utilized by the Central Booking location (Baltimore City) and the functionality of ABS utilized by the 8 Maryland counties.)
<b>JAIL</b>	An online information system used by Baltimore City which maintains sentenced inmate data. It tracks medical treatment, trial schedules, bed assignments, infractions and releases, and inmate transfers to/from other jurisdictions.
<b>OBSCIS I</b>	OBSCIS I is an information system that stores data relevant to each inmate housed in the Division of Correction. Examples of the information available on each inmate include commitment; classification; institutional movement; institutional progress; and diminution of confinement data.
<b>OBSCIS II</b>	A primary objective of DPSCS is to assure that offenders who have been released into the community on either Parole or Probation are meeting the performance requirements as dictated by the court. OBSCIS II, used by Probation and Parole, manages an offender's current case data as well as locating any previous encounters with DPP. An agent has access through both on-line and batch reports to data that reflects the status of the activities already performed as well as those yet to be performed by the offender. An offender's court-ordered fines and costs information is also available.
<b>PARIS</b>	The PARIS system is an on-line information system which is closely linked to the Division of Correction's system (OBSCIS I). It provides the Parole Commission with all offender data that it needs. The system maintains all past, current, and future dates for offender hearings. It also provides automated victim notification letters regarding each offender's release status.
<b>PROFILE</b>	PROFILE is a mainframe system used to store updated offender information during their affiliation with Pretrial Detention and Services.
<b>PRSP</b>	PRSP is a mainframe system used to track persons who have been arrested and released prior to their trials (Pretrial Detention and Services (DPDS)).
<b>PTIS</b>	The PTIS system captures and stores data needed to process the offender from the initial interview to the hearing(s) before the District Court. This is part of DPDS.

Application	Description
<b>REL</b>	The REL mainframe system produces records of released inmates based upon search criteria such as, release date range, offenses(s) committed, age alias, county of sentencing, county of supervision, zip codes and height/weight factors. This query is performed for inmates released within the last 12 months. This is part of DPP
<b>RISC</b>	The RISC system is a computerized statistical tool which provides data on the number of offenders who were supervised at one or more of the correctional agencies within the state. This is used throughout all of DPSCS.

### 2.2.3 Current Technology Landscape

2.2.3.1 Currently, case management system applications utilize separate data repositories to store offender related information. In most cases, the existing legacy applications are directly coupled to the legacy data store.

2.2.3.2 The solution provided by the Contractor must be compatible with the ITCD Technology Architecture Standards, Attachment J.

2.2.4 DPSCS Hardware Standards, Attachment I, provides the Department's current Mainframe and Server Hardware & Operating Systems standard.

## 2.3 Business Problem Description

2.3.1 Duplicate information is stored in multiple legacy systems which results in inconsistent, inaccurate or inaccessible case history information from an offender's initial entry into the system throughout his or her stay.

2.3.2 Sufficient information is not available to case managers to assess individual offender needs or access offender data in developing appropriate correctional programming and case plans.

2.3.3 Currently, the agencies within the Department use a variety of information systems to track and manage the offenders under their jurisdiction. The limitations associated with those systems are due to the age of the system's hardware platforms that impact on speed, size and types of databases, and is a constraint.

2.3.4 The existing systems lack easy access; there is little training for users of the system; and there is a lack of programming support for the systems mainly in maintenance issues and no support for expansion programming. A few examples of the limitations are detailed below.

2.3.4.1 The mainframe systems are not accessible through the web, thereby making information needed by some staff in certain locations to perform their duties inaccessible.

2.3.4.2 The systems do not allow the collection of data that was not a part of the original design.

2.3.4.3 Reentry and maintenance of common case information in multiple systems is an unproductive burden on the limited agency staff resources.

2.3.4.4 Lacking a single consolidated data repository presents significant challenges in satisfying the ad-hoc query and production reporting needs of the agency in analyzing attributes of and changes within the population of offenders, thereby limiting executive policy analysis and decision making.

## **2.4 Project Approach**

For general information on high level project requirements and approach, refer to the RFP Section 1.

2.4.1 The implementation of the total COTS solution will be accomplished through separate and distinct tasks. It is anticipated that the first task will result in the installation of the “core” features and functionalities of the complete software application that are common processes regardless of unique Functional Unit consideration. Subsequent tasks will be to design and customize functionality for each Functional Unit of the Department. The Contractor shall recommend the implementation sequence. The Department will approve the sequence of installation of all customizations following the completion of the SDLC Planning phase of the project. Note: The Department expects that each Functional Unit shall be integrated while capable of being implemented and operational separate and apart from other Functional Units. Upon receipt of a NTP for each Functional Unit, the Contractor shall either create a plan specific to the Functional Unit (e.g. Training) or review and revise any existing plan document which may apply to all Functional Units.

2.4.2 SDLC Planning Phase. The contract kick-off meeting begins the Planning phase of the project. This effort will establish the approach to the remainder of the development and implementation of the new OCMS application. The following events and documents (in addition to others not specifically identified here) will be performed, defined and/or created during the OCMS Project:

2.4.2.1 Project Management Plan (project deliverable): The Contractor shall develop and deliver an initial Project Management Plan (PMP) according to the due date as it appears in RFP Section 2.16 Project Deliverables. The plan is created with components related to acquisition planning, configuration management planning, quality assurance planning, concept of operations, system security, verification and validation, and systems engineering management planning. The Contractor shall document changes and updates to the PMP as they occur. The plan shall be an update and substantially the same as the plan submitted in the Contractors proposal per RFP Section 3.4.6.5. See RFP Section 2.8.2.1 for PMP content requirements.

2.4.2.2 COTS Application Test System (project deliverable): The Contractor shall establish and make available to the OCMS Project Team members an OCMS application test system according to the due date as it appears in RFP Section 2.16, Project Deliverables. The COTS Application Test System will be used by

the Department's user community to become familiar with the COTS application software and to assist in prioritizing any requested customizations. NOTE - This COTS Application Test System is separate and distinct from the Development/Testing Environment referenced in RFP Section 2.9.2. As such, this OCMS application test system may be established at the Contractor's choice of location (with prior review and approval from the Department) that allows for connectivity accessible from any Department facility. .

- 2.4.2.3 Security Risk Assessment (project deliverable): An assessment of the application is performed in advance of each phase implementation to assess compliance with Department and the State Department of Budget and Management, Office of Information Technology, Information Technology Security Policy and Standards, (Version 1.5, January 2007) (Reference the following web site:  
[http://www.dbm.maryland.gov/dbm\\_publishing/public\\_content/dbm\\_taxonomy/security/prevention/itsecuritypolicies.pdf](http://www.dbm.maryland.gov/dbm_publishing/public_content/dbm_taxonomy/security/prevention/itsecuritypolicies.pdf)). The assessment focuses on the areas of the OCMS System: assets, threats, vulnerabilities, likelihood, consequences and safeguards. The risk assessment evaluates compliance with baseline security requirements, identifies threats and vulnerabilities, and assesses alternatives for mitigating or accepting residual risks.

The output of this assessment is the DPSCS/OCMS System Security Plan (project deliverable) which identifies any and all appropriate and cost-effective measures that will eliminate and/or minimize all identified threats and/or vulnerabilities of the OCMS System. The items identified in the DPSCS/OCMS System Security Plan are incorporated in the Detailed System Design Document for each Functional Unit. The Security Risk Assessment task and the DPSCS/OCMS System Security Plan will be performed and delivered according to the due dates as they appear in RFP Section 2.16 - Project Deliverables.

- 2.4.2.4 Detailed Gap Analysis Report (project deliverable): The Contractor shall assist the Department in completing a Detailed Gap Analysis. For each of the four Functional Units, the Contractor and Department representatives will perform the process (Requirements Validation Process) of determining, documenting, and approving the variance between the stated Department business requirements and the proposed system capabilities in terms of packaged application features and technical architecture. The documented output of this process will be the Detailed Gap Analysis Report. The Detailed Gap Analysis Report will be developed and delivered according to the due date as it appears in RFP Section 2.16 - Project Deliverables.

The Contractor shall clearly state in the Detailed Gap Analysis Report the gaps between the out-of-the-box functionality of the COTS OCMS solution and the functionality required by each Functional Units. The Contractor will recommend the approach to achieve the required functionality, documenting

any custom development needed to complete the requirements for each of the Functional Unit's implementations.

Reports: During the time period of the development of the Detailed Gap Analysis the Contractor and the Department will review the standard reports available through the COTS out-of-the-box application. The Department will determine those reports which will be configured for each Functional Unit. A unique and separate section of the Detailed Gap Analysis Report will state the above report information. All custom application reports that have been identified during this process as being required will be specified in the Requirements Traceability Matrix (RTM) document and in the Project Management Plan (PMP). It is the responsibility of the Department to assign an appropriate resource to develop the identified custom report based on the PIPBS timeline.

Legacy Systems Interfaces: During the time period that the Detailed Gap Analysis Report is being developed the Contractor and Department representatives will identify all legacy systems which will not be converted but which will require code development by the Department to provide seamless integration with the COTS application for each Functional Unit implementation. A unique and separate section of the Detailed Gap Analysis Report will provide the required Legacy Interface System information. These systems will also be documented on the Requirements Traceability Matrix (RTM) document and in the Project Management Plan (PMP). It is the responsibility of the Department to assign an appropriate resource to develop the identified Legacy System Interface based on the PIPBS timeline.

- 2.4.2.5 Requirements Traceability Matrix (RTM) (project deliverable): The Contractor and the Department shall jointly develop the RTM. The RTM shall be a cross reference of the features requested by the Department and the capabilities of the OCMS solution as required in both the Statement of Work (SOW) RFP Section 2 and the Attachment G - OCMS Functional and Technical Requirements Document . Prioritization of all customizations required and documented in the RTM, will be determined during the same time as the generation of the Detailed Gap Analysis Report. The RTM will be developed and delivered according to the due date as it appears in RFP Section 2.16 - Project Deliverables.

The RTM, will minimally contain the following data elements:

- SOW/Attachment G Section Number (SOW/Atch G Sec. No.)
- Atch G Functional Requirements Identification (Req. ID) (SOW will not have this reference element)
- Requirement Type (Business or Technical)
- Primary User Area (i.e., DOC, DPDS, DPP, MPC, or PATX)
- Requirement Description

- Business Process (Generic description: i.e. Inmate Health, Inmate Finances)
- Importance/Priority (Core or Recommended)
- Requirement reference in Design/Specification Document
- Requirement reference in Test Plan

2.4.2.6 Project Implementation Plan & Baseline Schedule (PIPBS) (project deliverable): The results of the Detailed Gap Analysis will be used to validate the order of implementation for each Functional Unit. Once the Department has approved the recommendations of the Contractor for the sequence of each Functional Unit implementation, the Contractor will document the sequence in the PIPBS and submit the plan for the Department's approval. The PIPBS will be developed and delivered by the Contractor according to the due date as it appears in RFP Section 2.16 - Project Deliverables. The plan shall be an update and substantially be the same as the plan submitted in the Contractor's proposal per RFP Section 3.4.6.6. . See RFP Section 2.8.2.2 for content requirements.

Once the Functional Unit implementation order has been determined, the Contractor will complete the Work Breakdown Structure (WBS), including all customizations. Based on resource availability and constraints of both the Contractor and the Department, the Contractor will submit to the Department Project Manager an updated PMP reflecting the sequence for each Functional Unit, for review and deliverable acceptance. Once approved by the Department, this schedule establishes the project's baseline schedule.

2.4.2.7 Detailed System Design Document (DSD) (project deliverable): Upon approval by the Department of the Detailed Gap Analysis Report and Project Implementation Plan and Baseline Schedule (PIPBS), the design of the OCMS will commence. The Contractor shall work with the Department to develop the required workflow diagrams and produce the OCMS Detailed System Design Document. The Detailed System Design Document will be developed and delivered according to the due date as it appears in RFP Section 2.16 - Project Deliverables of this RFP. See RFP Section 2.8.2.8 for OCMS Detailed System Design Document (DSD) content.

Upon direction of the Department's PM, the Contractor, in conjunction with representatives of the Department's OCMS Project Team, will conduct the OCMS Design Review meetings for the purpose of reviewing the OCMS Detailed System Design Document (DSD).

2.4.3 Four Functional Unit SDLC Development/Implementation Phases. The Contractor will deliver the proposed OCMS solution in four successive Functional Unit implementations. The Functional Units shall correspond to those outlined in the RFP Section 1.1.3. The following sections describe the Contractor requirements for each of the Functional Unit implementation processes. All stated requirements in the sections below will be

delivered according to the due date as it appears in RFP Section 2.16 - Project Deliverables if not stated directly in the section noted.

2.4.3.1 Design and Development Scenario: Design and development will be scheduled and proceed as indicated per the Project Management Plan (PMP) (refer to RFP Section 2.4.2.1). Development will be accomplished utilizing the Detailed System Design Document (DSD) as specified in RFP Section 2.4.2.7 for the first Functional Unit to be implemented. For any and all Core Application Functionality (refer to RFP Section 2.4.3.4) that is identified as necessary for the first Functional Unit implementation, those specifications will be included in the Detailed System Design Document (DSD) (Refer to RFP Section 2.4.2.7).

2.4.3.2 Detailed System Design Document (DSD) (Subsequent Functional Unit level updates): Following the successful completion of each Functional Unit implementation, the DSD will be reviewed and updated, as necessary, and required for the next Functional Unit that has been scheduled for development and implementation. The review of the DSD will be accomplished jointly by the Contractor and the OCMS Project Team representatives. The necessary and required updating of the DSD is the responsibility of the Contractor. If the DSD is updated, this updated document will be submitted to the OCMS PM and it will be maintained as part of the OCMS project permanent documentation. This review of the DSD task shall be accomplished within Phase NTP + 30 calendar days following the successful implementation of the prior Functional Unit. The Contractor shall update the RTM accordingly. Refer RFP Section 2.4.2.5 for all identified updates.

2.4.3.3 Project Implementation Plan and Baseline Schedule (PIPBS) (See Section 2.4.2.6). This is the documentation that will be utilized and followed during each Functional Unit implementation. Following the successful implementation of each Functional Unit this plan will be reviewed, updated, and corrected as necessary based on information obtained from the prior Functional Unit implementation for the purpose of the document's continued use for the subsequent Functional Unit implementation. The review of the PIPBS will be accomplished jointly by the Contractor and the OCMS Project Team representatives. The necessary and required "updating" of the PIPBS is the responsibility of the Contractor. If the PIPBS is updated this updated document will be submitted to the Department's OCMS PM and it will be maintained as part of the OCMS project permanent documentation. This task shall be completed within Phase NTP + 30 calendar days of the prior successful Functional Unit implementation.

2.4.3.4 Core Application Functionality - First Functional Unit Implementation Scenario: In the event that the OCMS COTS software application requires core functionality (e.g. data management, security, resource definitions, etc) to be implemented as a required process for the first Functional Unit implemented, the

tasks associated with this core functionality implementation will be part of that Functional Unit's PIPBS (See RFP Section 2.4.2.6).

- In the event that additional required "core functionality" is a required process for any or all following Functional Unit implementations, these tasks will be incorporated into that Functional Unit's PIPBS during the review period as stated in Section 2.4.3.3 of this RFP.

## **2.5 Departmental Responsibilities**

The Department shall provide the following:

- 2.5.1 Executive Steering Committee: This project oversight body is made up of the project sponsor, IT representatives from each of the stakeholder Functional Units, the senior business users and IT representatives.
- 2.5.2 Project management to include a dedicated PM to serve as a single point of contact to the Contractor. Duties include:
  - Coordination of plan development
  - Schedule coordination
  - Management of the Department's project team
  - Monitor and facilitate approval of deliverables
  - Authorize payment of invoices pending approval of deliverables
  - Assure Contractor is provided with sufficient access to both technical and business knowledge experts to maintain the project schedule
  - Provide project status reports to Governance Committees
  - Provide Department Change and Configuration Management documentation
- 2.5.3 Staff and develop data conversion programs of all necessary legacy applications, based on the baseline schedule established during the SDLC Planning Phase detailed in RFP Section 2.4.2. The Department reserves the right to issue a TO to the Contractor to complete these services.
- 2.5.4 Define requirements, design and develop and test all custom reports (those not provided as part of the COTS application), for each Functional Unit implementation, according to the baseline schedule established during the planning phase. The Department reserves the right to issue a Task Order to the Contractor to complete these services.
- 2.5.5 Define requirements, design, develop, test and implement interfaces to all remaining legacy case management systems necessary to support each phase as they are implemented. The Department reserves the right to issue a TO to the Contractor to complete these services.
- 2.5.6 Coordinate all project meetings among Contractor, with applicable Functional Unit staffs and technical team members.



2.5.7 Provide office space, provision power, and associated physical device connectivity for the following OCMS hardware configurations:

- Production Environment
- Disaster Recovery Environment
- Development/Testing Environment
- Training Environment
- Reporting Environment

2.5.8 Perform OCMS data backup activities such as tape rotation and off-site storage.

2.5.9 Provide network related troubleshooting with assistance from the Contractor as necessary and as requested with respect to OCMS.

2.5.10 Provide Security Awareness Training to all Contractor project personnel.

## **2.6 Contractor General Requirements**

The Contractor shall:

2.6.1 When conducting activities within any Departmental facility, at all times, comply with the following:

- Provisions of all applicable directives of the Department and its agencies
- Regulations of the Maryland Commission on Correctional Standards
- Regulations of the Maryland Department of Health and Mental Hygiene
- All applicable Federal, State and local statutes, ordinances, laws, regulations, codes, directives, and/or orders

2.6.2 Provide on-site support to assist the Department with hardware installation/configuration required for OCMS in the Department's Data Center. Under the direction of the ITCD, install and configure the OCMS hardware and operating system, including all licensed third-party security software approved by the Department. To ensure compliance with the Department's networking protocols & security requirements, all hardware and software must pass a Security Compliance Checklist prior to being connected to the Department's network. The Contractor will be responsible for fixing all non-compliant items discovered at the Contractor's expense.

2.6.3 Participate in meetings with the OCMS Executive Steering Committee and/or Project Team, as directed by the OCMS PM.

2.6.4 Ensure that the State's standards for the System Development Life Cycle (SDLC) methodology are followed. The State's SDLC is available at:  
<http://www.dbm.maryland.gov/> (Search Keyword: SDLC).

- 2.6.5 Communicate the delivery schedules of all hardware and software to allow the Department the ability to track deliveries and coordinate arrivals. All hardware and software, purchased from the Contractor shall become the property of the State. The delivery shall correspond to the Project Implementation Plan and Baseline Schedule (PIPBS) required by RFP Section 2.4.2.6.
- 2.6.6 Install the required servers and peripherals necessary to support the OCMS. At the direction of the Department's PM, the Contractor shall provide, install and configure these same units at locations identified by the Department. The completion time shall correspond to the Project Implementation Plan and Baseline Schedule (PIPBS) required by RFP Section 2.4.2.6.
- 2.6.7 Comply with the Department's Change and Configuration Management requirements, including any software version updates. The Contractor will be responsible for notifying the Department's Project Manager to coordinate approval of any updates prior to installation. A current copy of the Department's Change Management Procedure Manual will be made available for vendor review upon a formal request submitted to the Procurement Officer indicated in Section 1.5 of this RFP.
- 2.6.8 Provide a solution with automatic failover to the Disaster Recovery environment with no single points of failure with an Uninterrupted Power Supply for each server the Department purchases from the Contractor. The Department will be responsible for OCMS data backup activities for systems in production such as device rotation and off site storage.
- 2.6.9 Provide system, application, and data backup recovery any time prior to the Department's assumption of ownership. Following the Department's assumption of ownership of OCMS, the Department's ITCD staff will be responsible for the execution of any form of backup recovery event.
- 2.6.10 Be responsible for installing and configuring the OCMS application software in a controlled environment for each Functional Unit.
- 2.6.11 For all software provided (that is, the operating system as well as application-related software) the Contractor shall provide vendor-supported versions. Should a software version selected for OCMS no longer be supported by a vendor, the Contractor shall be responsible for upgrading it.
- 2.6.12 Provide a software application that supports Frame Relay T1 connections to 124 remote sites.
- 2.6.13 Assure that all web-based applications use HTTPS. Further, TCP/IP shall be used by all network solutions.

2.6.14 The Contractor shall coordinate all OCMS project related activities through the OCMS PM and not through members of the user community groups or technical project team members.

**2.6.15 The Contractor shall license the OCMS software to the Department with the provision that the Department may allow non-State users to be registered system users, so long as the total of State registered users and non-State registered users does not exceed the total number of licenses purchased by the State. [Amendment #1]**

## **2.7 Contractor Security Requirements**

2.7.1 All Contractor personnel shall exercise due diligence in carrying out the Department and State security policies, laws, and regulations while working on OCMS.

2.7.2 The Contractor shall integrate the State IT Security Certification and Accreditation process into the OCMS product-customization process. The process is available at: [www.dbm.maryland.gov/](http://www.dbm.maryland.gov/) (Search Keyword: Security)

2.7.3 Authorized Contractor IT staff shall be given remote access privileges into the DPSCS network and/or OCMS system via RSA Token Application provided by the Department or ~~other~~ through other Departmental secured authorized methods. **Department employees will be provided remote access through the same methodology.** [Amendment #3]

2.7.4 The Contractor shall coordinate staff on-site visitations with Department staff.

2.7.5 In the event of a security incident or suspected security incident, Contractor staff and users shall notify the Contractor's Help Desk. The Contractor's Help Desk will in turn notify the Department's Help Desk, who will then notify the Department's Chief Information Security Officer (CISO) for investigation. The Contractor shall cooperate fully in all security incident investigations.

2.7.6 Access rights of a Contractor employee will be updated with 24 hours of notification to the Department of a change in status.

2.7.7 The Contractor shall comply with and adhere to the State of Maryland "Information Technology Security Policy and Standards". These policies may be revised from time to time and the Contractor shall comply with all such revisions. Current and revised versions of the security policy are available on-line at: [www.dbm.maryland.gov](http://www.dbm.maryland.gov/). (Search Keyword: Security Policy)

2.7.8 The Contractor shall not connect any Contractor owned equipment to any Departmental LAN/WAN without prior written approval by the Department. The Department will provide equipment as necessary for support that requires connection to the State LAN/WAN, or give prior written approval as necessary for connection.

- 2.7.9 Authorized Contractor staff will be given secured remote access privileges into the OCMS system. To ensure compliance with the State's access security policies, the configuration of remote access into OCMS will be accomplished by the Department's ITCD staff to include an audit of the Contractor's remote site. The Department's ITCD staff will monitor all remote access activities.
- 2.7.10 The Contractor shall have the capability to remotely monitor all hardware and software for error/failure notifications. The Department must give prior written approval for the software used, and the method of the secured technical environment prior to this capability being activated. Note that "Open Modems" for remote access is not allowed per the State of Maryland IT Security Policy and Standards.
- 2.7.11 The Contractor shall complete all required paperwork for security access to sign on at the Department's web site if access is needed to the Department's LAN/WAN, as directed and coordinated with the Department's Telecommunication's PM or the Contract Manager.
- 2.7.12 The Contractor shall obtain a CJIS State and Federal criminal background check, including fingerprinting, for each employee performing services under the Contract. This background check may be performed by a public or private entity. A successful CJIS State criminal background check shall be completed prior to any Contractor employee providing services on site at any location covered by this Contract. The Department reserves the right to refuse to allow any Contractor's employee to work on State premises, based upon certain specified criminal convictions.

All Contractor personnel assigned to work on this project shall submit to a fingerprint based criminal history background check prior to starting work and may be subject to rejection as the result of the check. Any person who is working at the Department's facilities or has access to identification and criminal data, must be approved by the State. The DPSCS PM will approve in writing any Contractor personnel assigned to work on this project before the performance of work.

All Contractor personnel shall be monitored throughout the life cycle of this project and shall consent to such monitoring. Detection of any unlawful conduct may be referred to Law Enforcement Officials.

- 2.7.13 Any Contractor system and application employee duties must be separate from the Contractor security administrators. The Contractor security administrators will be responsible for system staff access, application staff access, user access, log reviews, and audit trails, which will be provided to the Department upon request.
- 2.7.14 Prior to any accessing the system, all Contractor personnel must go through a background screening. In order to access the Department's network, the Department site security coordinator will submit an Operator Certification and Logon ID Application Form to the Department account administrator who, upon receipt and verification of the user, will process the access request into a user-tracking database to generate a user ID and password.

- 2.7.15 The Contractor shall be responsible for implementing a process for authorized employees to access the OCMS application, which must be approved by the Department. In the event that any authorized Contractor employee no longer requires access to the OCMS, the Contractor must submit a Logon ID Maintenance Form to the Department site security coordinator. The Contractor will be responsible for verifying the list of authorized employees on a monthly basis.
- 2.7.16 All Contractor employees assigned to OCMS will be required to go through the Department's Security Awareness Training program prior to network access. The Contractor will provide the employees with application training.
- 2.7.17 In the event of a security incident, or suspected security incident, Contractor employees must notify the Contractor's Help Desk. The Contractor's Help Desk will notify the Department's Help Desk who will then notify the Department's Chief Information Security Officer for investigation. The Contractor must fully cooperate in all security incident investigations.
- 2.7.18 Situations that require Contractor employees to make "on site" visitations will need to be planned and coordinated with the Department's ITCD staff in order to provide Department supervision.
- 2.7.19 Any individual who is an employee or agent of the Contractor or any subcontractor shall display his or her company badges at all times while on State premises. Each such employee or agent upon request of State personnel shall provide additional photo identification.
- 2.7.20 Any employee of the Contractor who has been convicted of a felony or of a crime involving telecommunications and electronics from the above list of crimes shall not be permitted to work on State premises pursuant to this Contract. An employee of the Contractor who has been convicted within the past five (5) years of a misdemeanor from the above list of crimes shall not be permitted to work on State premises.
- 2.7.21 Any Agency of the Department may impose additional restrictive conditions regarding the nature of prior criminal convictions that would result in an employee of Contractor not being permitted to work on that Agency's premises. Upon receipt of an Agency's more restrictive conditions regarding criminal convictions, the Contractor shall provide an updated certification to that Agency regarding the personnel working at or assigned to that Agency's premises.
- 2.7.22 Any Contractor employee who is assigned to the Contract and will be in and out of the facilities on a daily basis, must participate in the Department's security orientation and training for up to 40 hours each year.
- 2.7.23 Any employee or agent of the Contractor or subcontractor and who enters the premises of a facility under the jurisdiction of the Agency may be searched, fingerprinted (for the

purpose of a criminal history background check), photographed and required to wear an identification card issued by the Department.

- 2.7.24 The Contractor, its employees and agents and Subcontractor employees and agents shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the Agency that controls the facility to which access by the Contractor will be necessary. The failure of any of the Contractor's or Subcontractors employees or agents to comply with any provision of the Contract that results from award of this solicitation is sufficient grounds for the State to immediately terminate that Contract for default.
- 2.7.25 The Department may require each person entering the premises to document an inventory of tools, equipment, etc. being brought onto the site, and to submit to a physical search of his or her person. Therefore, the Contractor's personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to Department staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the Contractor's personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, State staff or a correctional or police officer may search Contractor personnel.
- 2.7.26 At all times, at any facility, the Contractor's personnel shall ensure cooperation with State site requirements to include being prepared to be escorted at all times, and providing information for obtaining a badge and wearing the badge in a visual location at all times.

## **2.8 Project Management Services**

- 2.8.1 General: The Contractor shall:
  - 2.8.1.1 Provide and install an operational version of the OCMS application software on the Department's Development/Testing Environment . The installation will be performed jointly by the Contractor and ITCD.
  - 2.8.1.2 Provide to the Department all SDLC project documentation throughout the project lifecycle. The Contractor shall be responsible for all documentation updates.
  - 2.8.1.3 Submit to the Department all milestone reporting and/or documentation and deliverables via email in MS Word 2003 version or higher.
  - 2.8.1.4 Through established SDLC, formally document all project planning approved by the Department's Project Management Office prior to moving forward with the post-planning phases of the project.
- 2.8.2 Project Plans and Documentation: The following are key deliverables of the Contractor and shall be approved by the Department:

2.8.2.1 The Contractor shall provide a Project Management Plan (PMP) including at a minimum:

- Project Description
- Project Development Strategy
- Work Breakdown Structure
- Project Schedule shall:
  - o Be provided in Microsoft Project 2003 or higher
  - o Outline each key phase and associated deliverables
  - o Outline all Department assignments required to make the project successful
- Project Resources
- Problem Resolution
- Communication Plan that:
  - o Outlines weekly progress/status reporting
  - o Outlines weekly progress/status meetings and meeting minutes
  - o Outlines all design review meetings and meeting minutes
  - o Standards
- Security Items/Tasks
- Version Description Document identifying 'historical versioning' and the tool used for configuration management control

2.8.2.2 The Contractor shall provide a Project Implementation Plan and Baseline Schedule (PIPBS) which describes how the system will be deployed, installed and transitioned into an operational system. This plan at a minimum will include the following:

- Overview of the system.
- Brief description of the major tasks involved.
- Overall resources needed to support the implementation effort (such as hardware, software, facilities, materials, and personnel).
- Any site-specific implementation requirements.
- Timing for significant events and all deliverables in RFP Section 2.16.

2.8.2.3 The Contractor shall provide a Training Plan (TP)(project deliverable) that outlines the objectives, needs, strategy, and curriculum to be addressed when training users on the new system. This plan at a minimum will include the following:

- Activities needed to support the development of training materials.
- Coordination of training schedules.
- Reservation of personnel and facilities.
- Planning for training needs (Include the target audiences and topics on which training must be conducted.)

- Format of the training program. (Include the list of topics to be covered, materials, time, space requirements, and proposed schedules.)
  - Discuss QA in terms of testing, course evaluation, feedback, and course modification/enhancement.
- 2.8.2.4 The Contractor shall provide a System Engineering Management Plan (SEMP)(project deliverable) providing a top-level technical plan describing the management process necessary to ensure that all components are fully compliant with all agreed upon requirements and standards. The SEMP shall, at a minimum, include the following:
- Detailed scope definition
  - Contracted software
  - Communications protocol information
  - System security and how it relates to the engineering activities
- 2.8.2.5 The Contractor shall provide a Quality Assurance Plan (QAP) (project deliverable) which shall, at a minimum, include the following:
- Quality assurance methodology
  - Best Practices associated with implementing a system of this magnitude
  - Procedures and tools that will be used to ensure delivery of quality products to Maryland
  - Defined roles for the Maryland DPSCS relating to the quality review of deliverables
  - Sample “Test Plan” documentation that the vendor has utilized successfully during previous installations
  - Sample “Test Scripts” documentation that the vendor has utilized successfully during previous installations
  - Sample “Test Results” documentation that the vendor has utilized successfully during previous installations
- 2.8.2.6 The Contractor shall provide a Subcontractor Management Plan (SUBCP) (project deliverable) for each subcontractor employed by the Contractor. The plan shall, at a minimum, include the following:
- Contractor/subcontractor working relationship
  - Project Requirements
  - Tools and procedures that will be used to manage the sub-contractor(s)
  - Approach to problem resolution
  - Corrective action approach for missed deliverables
- 2.8.2.7 The Contractor shall provide a Risk Management Plan (RMP)(project deliverable) shall, at a minimum, include the following:



- Description of the Contractor's approach to managing risk
- Outline tools and procedures used to identify, assess, mitigate and report risks throughout the project
- Provide a risk priority assessment

2.8.2.8 Detailed System Design Document (DSD): Upon approval by the Department of the Detailed Gap Analysis Report and Implementation Plan, the Design of the OCMS will commence. The Contractor shall work with the Department to develop the required workflow diagrams and produce the OCMS System Design Document. The OCMS Design Document will provide the following at a minimum for each system component:

- A classification of each component (i.e. subsystem, module, class, package, function, file, etc.)
- Component Definition - specific purpose and semantic meaning of the component
- Component Responsibilities - The primary responsibilities and/or behavior of this component
- Component Constraints - Any relevant assumptions, limitations, or constraints for this component
- Component Composition - A description of the use and meaning of the subcomponents that are part of this component
- Resources - A description of any and all resources that are managed, affected, or needed by this entity
- Processing - A description of precisely how this component goes about performing the duties necessary to fulfill its responsibilities (i.e. algorithms used, changes of state, handling of exception conditions, etc.)
- Interfaces/Exports - The set of services (resources, data, types, constants, subroutines, and exceptions) that are:
  - A) Provided by this component
  - Or
  - B) Required by this component.

2.8.2.9 The Contractor shall provide a Maintenance and Operations Manual (project deliverable) which at a minimum includes the following:

- Network/System Diagrams
- Technical Specifications for All Software Components
- Interface Specifications
- Required regular maintenance
- Product Update (Bug Fix Release) Mechanism and Process
- Application Software Monitoring (i.e., error logging, severity, escalation and notification)

2.8.2.10 The Contractor shall provide an OCMS Systems Administration Guide (project deliverable) which shall at a minimum, include the following:

- Network/System diagrams,
- Technical and function specification for software
- Troubleshooting criteria and procedures
- Required regular maintenance producers
- Restart and recovery procedures
- Application software monitoring and alerting tools)
- Interface specifications
- Backup and restore procedures
- Scheduled process and scripts for batch jobs
- Data extraction/sharing requirements
- Installation procedures
- Resource requirements
- Release notes

2.8.2.11 The OCMS User Guide (project deliverable) developed in conjunction with the Department. The User Guide is a “How To” manual which navigates the user in detail through the use of the application. This document usually contains system screen shots and provides step by step instructions for completing tasks and activities. It is written on a business level with the needs of the user in mind. At a minimum the document should contain the following content:

- Introduction
- Summary of the application
- Glossary (Definitions/Acronyms)
- Procedures (Step-by Step instructions on how to use the system)
- Troubleshooting tips
- Customizing Views
- How to Print Reports
- How to Submit Defect Reports
- How to Use Help
- Accessibility

2.8.2.12 The Contractor shall provide a Data Dictionary (DD)(project deliverable) to include the following:

- Tag Name
- Attributes
- Text Explanation of the Data Field
- Entity Relationship
- Key Field Indicator

2.8.2.13 Through the SDLC phases of the project, and as required, the Contractor shall provide updates to the following plans:

- Project Management Plan (PMP)
- Systems Engineering Management Plan (SEMP)
- Quality Assurance Plan (QAP)
- Subcontract Management Plan (SUBCP)
- Risk Management Plan (RMP)
- Training Plan (TP)
- Program Implementation Plan and Baseline Schedule (PIPBS)
- Detailed System Design Document (DSD)
- Data Dictionary (DD)

2.8.3 Progress Reporting: The Contractor shall provide the following reports:

2.8.3.1 Weekly progress status reports must be delivered to the Department's PM no later than 5:00 pm EST every Friday through the lifecycle of the OCMS project. The status report shall include:

- Current status of the project
- Tasks completed throughout the preceding week
- Tasks currently not completed
- Issue log with action items and due dates

2.8.3.2 Monthly progress reports shall be delivered no later than 5:00 pm EST on the 15<sup>th</sup> of each month. If the 15<sup>th</sup> is not a business day the report shall be delivered on the next following business day. Monthly reports must include:

- An outline and roll up of the events from each week through the preceding month
- A complete monthly risk assessment clearly identifying any new or updated risks associated with project

2.8.3.3 The Contractor shall participate in weekly team status meetings to provide a status of the project and any identified issues and risks associated with the project. If necessary, the Contractor's PM can teleconference into these meetings but is required to participate in person at the Department's location at least once monthly.

## **2.9 Technical Requirements**

2.9.1 The delivered OCMS shall be compatible with the following Workstation Standards:

- Compatible with Internet Explorer (Version 6.0 or higher), Windows XP, Service Pack 2, and Windows Vista
- PC Application Suite Standard: Microsoft Office 2003 Pro

Note: The Department reserves the right to modify hardware and software standards as required by changing goals, objectives, and technology to best meet agency objectives.

2.9.2 System Architecture Configuration Document/Diagram and Hardware Listings (project deliverable): The Contractor shall provide these documents within 14 calendar days after receipt of the initial NTP. These documents shall be patterned after the Contractor's response to the RFP as described in Sections 3.4.6.2 and 3.4.6.3 of this RFP. The Contractor shall provide their recommendation for Department approval for the hardware in each of the following environments:

- Production Environment
- Disaster Recovery Environment
- Development/Testing Environment
- Training Environment
- Reporting Environment

NOTE: All data will be stored on a Storage Area Network (SAN) device and will be part of the System Architecture recommendation.

2.9.3 Disaster Recovery:

2.9.3.1 Department General Requirements For OCMS System Disaster Recovery: The Contractor shall provide the hardware and software for a disaster recovery system to be implemented at a Department designated offsite location. A well-defined Disaster Recovery Plan needs to be in place to ensure the Department loses no data during a disaster and is up and running at production environment capacity within five minutes of a disaster. The System must have a method in place for failover to an offsite location. This should include replication of the data and the recovery method for the workflow transactions that were in progress at the time of the failure. The replication process for the Disaster Recovery would function in an Active/Active method - i.e. - Transactions from the system would be written to one or more locations (for example, the production system, the Disaster Recovery site, a Reporting system, etc.) This would minimize any data loss due to the primary system site being unavailable.

2.9.3.2 In the event of an actual disaster, the Department is responsible for the execution of the OCMS Disaster Recovery Plan.

2.9.3.3 The Contractor shall provide the technical and business support as requested by the Department for all Disaster Recovery planning, implementation, training, and testing support for the OCMS software application.

2.9.3.4 Disaster Recovery Environment Hardware Configuration Document (project deliverable): The Contractor shall provide the Disaster Recovery hardware

system requirements for use at the Disaster Recovery site that will allow the State to operate at a production environment capacity. The deliverable for the Disaster Recovery Environment requirement is stated in RFP Section 2.9.2.

2.9.3.5 The Contractor shall provide a method of data replication that offers “real-time replication”. The current DPSCS SAN hardware replicates data to secondary sites.

2.9.3.6 Disaster Recovery Plan (project deliverable): The Contractor shall provide the Department with a single, detailed Disaster Recovery Plan addressing the needs of the Department. The Contractor shall work with Department OCMS Project team members to produce recommendations for the action steps and assigned area responsibility for their execution of these steps, which will appear in this Disaster Recovery Plan document. This plan shall cover a variety of likely disaster situations and may include various options for response based upon the type of disaster. This plan will also include the necessary steps and area responsibility needed to restore the OCMS System operation back to “Pre-Disaster” status. The OCMS Disaster Recovery Plan will be delivered according to the due dates as they appear in Section 2.16 - Project Deliverables of this RFP. The Contractor provided Disaster Recovery Plan shall contain the following elements at a minimum:

- Recommends a level of internal auditing and test plans for backup systems
- States test objectives
- Describes test methods and evaluation of test results
- Proposes an audit and test schedule.

2.9.3.7 Disaster Recovery Plan Test (project deliverable): The Contractor, with assistance from the Department OCMS Project Team Members, will successfully execute a test of the OCMS Disaster Recovery Plan to include the restoration of the OCMS System back to its pre-test status. This Disaster Recovery Test will be completed according to the due dates as they appear in Section 2.16 - Project Deliverables of this RFP.

#### 2.9.4 System Response Time

Since a web-based system is dependent on bandwidth (regardless of connectivity being made from the Internet or an Intranet), the procured OCMS system must be developed using best software practices to ensure small file/page sizes for each screen in the system. The State’s requirement is for a two second screen access time. The screen access time will be measured under the following condition:

- Utilizing a controlled environment within the State’s internal network, the Contractor’s provided functional unit application, for all web screens will average a two second access time. This testing scenario will performed as a part of the User Acceptance Testing for each Functional Unit implementation.

### 2.9.5 System Availability

The State desires a high availability system that operates on a twenty-four hours per day, seven days per week, 365 days per year basis (24 x 7 x 365). Outside of routine monthly system maintenance/downtime, the system should meet 99.99% availability. The State requires such a system to help protect the citizens of the State of Maryland. To this end, the State desires a system that requires no downtime. This shall be classified as any time period in which an operator of any workstation, either remote or host, cannot accomplish a work task due to a malfunction of the system.

## **2.10 Hardware Installation and Acceptance**

2.10.1 The Contractor shall deliver, install, test and make fully operational all hardware products within 90 calendar days of receipt of a Notice to Proceed (NTP) and Purchase Order (PO) (project deliverable). Hardware installation shall not be considered complete until the services and equipment are accepted by the Department.

2.10.2 A packing slip including the identification of the items shipped, quantities, Departmental PO number and the number must accompany all shipments. Drop shipments must contain packing lists with the same information. All packages must have the PO number clearly marked on the outside of the item being shipped. Shipments received without a packing slip and/or PO number shown on the outside of the package may be refused by the Department at the Contractor's expense.

2.10.3 Acceptance of the hardware by the Department shall not occur until the Contractor has completed the following:

- The hardware has been unpacked, assembled and had the most current version of necessary operating system software and associated services installed.
- Following hardware installation by the Contractor, the same hardware will be made available for the DPSCS Data Center staff to perform the manufacturer's specification testing standards.
- The hardware passes testing successfully as established per the applicable manufacturer's specification standards. These tests will be performed by the staff of the DPSCS Data Center.
- Following successful completion of the established applicable manufacturer's specification standard tests, the hardware must be operational and available for use for a period of 30 consecutive calendar days.

2.10.4 On the 31st calendar day of the continuous operation of the stated hardware, the DPSCS OCMS project representatives will authorize payment of all Contractor invoices directly associated for this same hardware.

2.10.5 Any hardware, operating system software or associated services that have been determined to be defective or that fails to meet the terms of the Contract and applicable manufacturer specifications, may be rejected. Rejected hardware shall be replaced by the

Contractor within seven calendar days (i.e. Hardware rejected on May 10th must be replaced by May 17th). Rejected operating system software and/or associated services shall be re-installed by the Contractor starting within seven calendar days of being notified by the Contract Manager that any one of the items noted previously have been rejected. The State reserves the right to test any and all equipment or service as part of this Contract to determine if the manufacturer's specifications have been met.

- 2.10.6 All items are to be delivered F.O.B. destination. Contractor shall be responsible for any loss and/or damages to any equipment before receipt of shipment by the Department. All delivery instructions shall be designated on POs, which may call for delivery to either a loading dock or a designated inside location. If delivery instructions are not included on a PO prior to shipping, the Contractor must contact the Department Point-of-Contact for delivery instructions.
- 2.10.7 Contractor shall also provide return authorization/asset recovery/exchange procedures in the event that a product has been damaged, deemed defective during shipment or incorrectly ordered.

## **2.11 Testing**

Within the Test Plan the Contractor shall provide the testing methodology and timeline to incorporate the following test types and scenarios:

- 2.11.1 Testing support as previously determined and agreed to during the initial planning period. The level and extent of testing support will be reviewed for each Functional Unit implementation and shall be adjusted according to specific Functional User requirements.
- 2.11.2 On-site assistance to the Department through the Quality Assurance Integration Testing (end-to-end), as required (tasks/assistance is defined in the Quality Assurance Plan and the Implementation Plan).
- 2.11.3 On-site assistance to the Department during the System Level testing phase/processes.
- 2.11.4 Submit to the Department the results of the Quality Assurance Testing process for the OCMS Functional Unit in question utilizing the designation "QA Test Summary Report" (project deliverable).
- 2.11.5 Black Box Testing/Functional - This type of testing is used to check that the outputs of a program, given certain inputs, conform to the functional specification of the program. It performs testing based on previously understood requirements (or understood functionality), without knowledge of how the code executes.
- 2.11.6 System Level - testing conducted on a complete, integrated system to evaluate the system's compliance with its specified requirements. Specific test types that will be executed as part of this activity include but are not limited to the following types:
  - Performance - varies load, volume and response times as defined by the requirements

- Load - identifies the point(s) at which application software response time fails stated time frames
  - Sanity - A brief test of major functional elements of a piece of software to determine if it is basically operational
- 2.11.7 Provide on-site assistance to the Department during Functional and Incremental Integration and System Level Testing of the tailored OCMS software application.
- 2.11.8 Incremental Integration - exercises the interfaces between the components, ensures distinct OCMS components of the application still work in accordance with customer requirements.
- 2.11.9 Acceptance - a process to obtain confirmation from the Department's Subject Matter Experts (SMEs), through trial and review, that the system component process meets mutually agreed-upon requirements. Final User Acceptance Testing (UAT) is based on the specifications of the end-user (the Department's Functional Unit representatives). The Department's OCMS Project Team will work with the Contractor to develop the acceptance criteria.
- 2.11.10 The Department's Quality Assurance Management unit shall receive all test documentation. This documentation includes both Test Planning documents and all Test Results documents. The Quality Assurance Management Director or designee shall sign off on their formal approval of the provided test documentation.
- 2.11.11 The purpose of the User Acceptance Testing process is to meet the following minimum objectives:
- 2.11.11.1 Validate the system is set-up for transactions and user access;
  - 2.11.11.2 Confirm the use of system in performing business processes;
  - 2.11.11.3 Confirm integrity of business process, data, services, security, and end-products; and
  - 2.11.11.4 Verify all requirements of the RFP and system specifications as stated in the Contractor's response to the RFP Attachment G have been met.
- 2.11.12 Software Receipt and Acceptance Criteria Process:
- 2.11.12.1 The Contractor shall provide all OCMS software deliverables upon completion to the Department's OCMS PM for review, testing, and acceptance.
  - 2.11.12.2 The Contractor shall record such delivery in a Delivery Confirmation Log (project deliverable) document which will contain the following elements at a minimum:



- Description of the nature and condition of the deliverables
  - The medium of delivery
  - The date of their delivery.
  - The Department's OCMS PM will countersign the Delivery Confirmation Log to indicate receipt of the contents described therein.
- 2.11.12.3 The Department's OCMS PM will notify the Department's Quality Assurance Management to commence acceptance testing or reviews following receipt of the deliverables.
- 2.11.12.4 Upon completion of such testing, the Department's OCMS PM will issue to the Contractor formal notice of acceptance or rejection of the deliverables in writing.
- 2.11.12.5 In the event of rejection, the Contractor and the OCMS PM will jointly develop a plan of the necessary corrective action(s) and associated time frames.

## **2.12 Implementation**

During the OCMS implementation for each Functional Unit, the Contractor shall provide the following:

- 2.12.1 Training support as previously determined and agreed to during the initial planning period. The level and extent of training support will be reviewed for each Functional Unit implementation and shall be adjusted according to specific Functional User requirements.
- 2.12.2 Conduct a walk through of the User Guide with the OCMS Project Team.
- 2.12.3 Provide the Department with electronic (on CD) copies of the Maintenance and Operations Manual (Refer to RFP Section 2.8.2.9), System Administration Guide (Refer to RFP Section 2.8.2.10, and User Guides (Refer to RFP Section 2.8.2.11).
- 2.12.4 Create a training schedule to include designated training locations in conjunction with the OCMS Project Team or other designated Department training personnel. This training schedule is a sub-section of the OCMS Training Plan (TP) (Refer to RFP Section 2.8.2.3).

## **2.13 Performance Period for Acceptance – Software Application**

2.13.1 The Performance Period for Acceptance shall begin after:

- Installation of the OCMS application software in the Production Environment (Refer to RFP Section 2.9.2 - System Architecture Configuration Document).
- Disaster Recovery Environment is installed, configured and operational

- Successful completion of User Acceptance Testing

2.13.2 The duration for the Performance Period for Acceptance shall be 30 calendar days.

2.13.3 In order to be successful the Performance Period for Acceptance will meet the system availability requirement of 99.99 percent or more.

2.13.4 The Department's OCMS PM will issue to the Contractor formal notice of completion or failure of the Performance Period for Acceptance in writing. The Contractor will then re-enter the Performance Period for Acceptance for an additional 30 day period and repeat if necessary until successful.

## **2.14 Post Implementation Warranty**

2.14.1 The Contractor shall provide, a three year manufacturer's extended warranty on all hardware and operating software. For the purposes of generic description this level of Extended Warranty within the hardware / software manufacture industry is typically referred to as Gold Level warranty. The selection and purchase of the warranty to be placed in force for all hardware and operating software must have prior written approval of the Department's OCMS PM.

2.14.2 The Contractor must provide a minimum of a one year warranty on all application software provided (excluding operating system software). The warranty period begins after the Department provides formal notice of the completion of the Performance Period for Acceptance (Refer to RFP Section 2.13 - Performance Period for Acceptance – Software Application) for each software module / bundle implemented in the Production Environment (Refer to RFP Section 2.9.2, System Architecture Configuration Document).

2.14.3 The Contractor shall provide a warranty on all OCMS software through the end of the base period of the Contract. After the Contract base period, OCMS software system support shall be provided via purchased maintenance for Contract renewal options/periods.

2.14.4 All defective items for both hardware and software replaced under the warranty must be done so at no additional cost to the State.

## **2.15 Operations and Maintenance**

2.15.1 The Department's helpdesk will provide level 1 (level 1 = initial contact) user support. Issues that cannot be resolved via the Department's helpdesk will be forwarded to the Contractor's helpdesk.

2.15.2 Maintenance services shall be available on-call 24x7x365 with a 15-minute response time from receipt of call. For production issues, on-site support must be available within twenty four (24) hours.

- 2.15.3 Contractor shall comply with the Department's Change Management Process for testing and implementing system related changes into the production environment. This process consists of thorough system testing in the Development/Testing Environment. Following acceptance and test, the system may be loaded into the Production Environment.
- 2.15.4 Level of Support: Contractors shall provide hardware and software support services for remedial maintenance under the proposed extended maintenance services. The services proposed by the Contractor must include but are not limited to the following issues:
- 2.15.4.1 Help Desk Services: The Contractor must describe in the proposal the Help Desk services available by telephone to hardware and software support technicians and system users. Help Desk services are essential for supporting servers, software applications, and other related hardware and software included in the proposed solution. The Department requires 24/7 availability of Contractor Help Desk services.
  - 2.15.4.2 Method of Notification: The Contractor must describe in the proposal the method for problem notification (such as 24 hour available hot line support, remote diagnostics, etc.). The Contractor must fully describe in the proposal their ability to remotely monitor and diagnose computing hardware, all associated devices, operating system software and services, and application software in their proposed system.
  - 2.15.4.3 Escalation Procedures: Describe the process and procedures that would be utilized by the Department's helpdesk personnel when issues require escalation. Provide a copy of your trouble escalation procedures complete with the names, titles, addresses and telephone numbers of the persons who are to be notified. The Contractor must maintain this information with correct and current data during the course of the maintenance period.
  - 2.15.4.4 Installation, Verification and Validation (IV&V): The Contractor is required to provide on-site support during testing phases of new releases of software and hardware.
  - 2.15.4.5 Software Defects: The Contractor is required to provide resolution to all confirmed software defects within 30 days or a negotiated time period.
  - 2.15.4.6 Upgrade Support: The Contractor must offer, for the full term of the maintenance agreement, support of the proposed OCMS system to ensure continued operation during and after hardware upgrades and implementation of new releases of all software covered under the maintenance agreement.
  - 2.15.4.7 Enhancements: The Contractor must provide enhancement updates to the software as they become available. Explain the method of distributing information on the available updates and software modifications with an

explanation of the responsibilities of the Contractor, the manufacturer (if different from the Contractor), and Maryland DPSCS.

- 2.15.4.8 VPN Connectivity: The proposed system shall support remote access via a VPN connection for diagnostics and system maintenance. The Department will work with the Contractor to install any other secured method that the Department may implement (authorize) during the period of the maintenance Contract.
- 2.15.4.9 All of the above services shall be addressed in a Service Level Agreement (SLA) (project deliverable) the Contractor provides to the Contract Manager no later than 14 calendar days after execution of the Contract. The SLA shall address warranty service and purchased maintenance services as described in this RFP. The SLA shall be substantially the same as the SLA submitted with the Contractor's proposal in response to RFP Section 3.4.6.8. Any changes to the version submitted in the Contractor's proposal must be approved by the Contract Manager.
- 2.15.5 The Contractor's technical and business support for Help Desk and Problem Resolution shall include but not be limited to application/server side troubleshooting. See RFP Section 2.5.9 for Departmental Responsibilities.
- 2.15.6 System support includes new versions and/or updates as required for all associated OCMS System documentation.
- 2.15.7 Through system support the Contractor ensures that the OCMS System shall remain compatible with the current and future Department operating system software or any third party software used in direct association with the OCMS System to perform the Department's business functions.
- 2.15.8 System support includes OCMS System software updates and modifications as required as a matter of federal law and or regulation in connection with the Department's compliance standards.

## **2.16 Project Deliverables**

The following table identifies the items to be delivered to the State. Items are categorized by project phase. Items are to be delivered to the Department within the number of calendar days listed in the due date column. Reference to each deliverable is provided in both this Statement of Work (SOW) (RFP Section 2) and the OCMS functional and technical requirements found in the RFP, Attachment G. The Contractor's ability to invoice will be measured against the completion of written and accepted deliverables.

<b>Project Phase</b>	<b>Deliverable No.</b>	<b>Deliverable Title</b>	<b>Deliverable Item No.</b>	<b>Due Date</b>
<b>Planning</b>		<b>Contract NTP</b>		
	1	Contractor Software Service Level Agreement (SLA)	2.15.4.9	NTP+14

	2	System Architecture Configuration Documentation / Diagram and Hardware Listing	2.9.2	NTP+14
	3	COTS Application Test System	2.4.2.2	NTP+30
		SDLC Planning Phase and Related Documents		
	4	Project Management Plan (PMP)	2.4.2.1	NTP+56
	5	System Engineering Management Plan (SEMP)	2.8.2.4	NTP+56
	6	Quality Assurance Plan (QAP)	2.8.2.5	NTP+56
	7	Subcontractor Management Plan (SUBCP)	2.8.2.6	NTP+56
	8	Risk Management Plan (RMP)	2.8.2.7	NTP+56
	9	Training Plan (TP)	2.8.2.3	NTP+56
	10	Disaster Recovery Hardware Configuration Document	2.9.3.4	NTP+63
	11	Disaster Recovery Plan	2.9.3.6	NTP+63
	12	Detailed GAP Analysis Report (All Functional Units)	2.4.2.4	NTP+70
	13	Requirements Traceability Matrix Report (RTM) (All Functional Units)	2.4.2.5	NTP+77
	14	Project Implementation Plan & Baseline Schedule (PIPBS)	2.4.2.6	NTP+77
	15	Hardware Installation and Acceptance	2.10.1	NTP+90
<b>Design/ Configuration</b>		<b>Phase NTP</b>		
	16	<b>OCMS Core Application Functionality</b>	2.4.3.4	*
	17	Project Implementation Plan & Baseline Schedule (PIPBS)	2.4.2.6	*
	18	Detailed System Design (DSD) Document	2.4.2.7	*
	19	Requirements Traceability Matrix (RTM)	2.4.2.5	*
	20	Security Risk Assessment	2.4.2.3	*
	21	Data Dictionary (DD)	2.8.2.12	*
	22	<b>OCMS Functional Unit 1</b>	2.4.3	*
	23	Project Implementation Plan & Baseline Schedule (PIPBS)	2.4.2.6	Phase NTP + 30
	24	Detailed System Design (DSD) Document	2.4.3.2	Phase NTP + 30
	25	Requirements Traceability Matrix (RTM)	2.4.2.5	*
	26	Security Risk Assessment	2.4.2.3	*
	27	Data Dictionary (DD)	2.8.2.12	*
	28	<b>OCMS Functional Unit 2</b>	2.4.3	*
	29	Project Implementation Plan & Baseline Schedule (PIPBS)	2.4.2.6	Phase NTP + 30
	30	Detailed System Design (DSD) Document	2.4.3.2	Phase NTP + 30
	31	Requirements Traceability Matrix (RTM)	2.4.2.5	*
	32	Security Risk Assessment	2.4.2.3	*
	33	Data Dictionary (DD)	2.8.2.12	*
	34	<b>OCMS Functional Unit 3</b>	2.4.3	*
	35	Project Implementation Plan & Baseline Schedule (PIPBS)	2.4.2.6	Phase NTP + 30
	36	Detailed System Design (DSD) Document	2.4.3.2	Phase NTP + 30
	37	Requirements Traceability Matrix (RTM)	2.4.2.5	*
	38	Security Risk Assessment	2.4.2.3	*
	39	Data Dictionary (DD)	2.8.2.12	*

Project Phase	Deliverable No.	Deliverable Title	Deliverable Item No.	Due Date
	40	<b>OCMS Functional Unit 4</b>	2.4.3	*
	41	Project Implementation Plan & Baseline Schedule (PIPBS)	2.4.2.6	Phase NTP + 30
	42	Detailed System Design (DSD) Document	2.4.3.2	Phase NTP + 30
	43	Requirements Traceability Matrix (RTM)	2.4.2.5	*
	44	Security Risk Assessment	2.4.2.3	*
	45	Data Dictionary (DD)	2.8.2.12	*
<b>Development</b>				
		<b>OCMS Core Application Functionality</b>		
	46	End User eLearning Solution and Documentation	2.17.1	*
	47	Systems Administrator Training/Materials	2.17.5	*
	48	Maintenance and Operations Manual	2.8.2.9	*
	49	Systems Administration Guide	2.8.2.10	*
	50	User Guide	2.8.2.11	*
		<b>OCMS Functional Unit 1</b>		
	51	Software Delivery Confirmation Log	2.11.12.2	*
	52	End User eLearning Solution and Documentation	2.17.1	*
	53	Systems Administrator Training/Materials	2.17.6	*
	54	Maintenance and Operations Manual	2.8.2.9	*
	55	Systems Administration Guide	2.8.2.10	*
	56	User Guide	2.8.2.11	*
		<b>OCMS Functional Unit 2</b>		
	57	Software Delivery Confirmation Log	2.11.12.2	*
	58	End User eLearning Solution and Documentation	2.17.1	*
	59	Systems Administrator Training/Materials	2.17.6	*
	60	Maintenance and Operations Manual	2.8.2.9	*
	61	Systems Administration Guide	2.8.2.10	*
	62	User Guide	2.8.2.11	*
		<b>OCMS Functional Unit 3</b>		
	63	Software Delivery Confirmation Log	2.11.12.2	*
	64	End User eLearning Solution and Documentation	2.17.1	*
	65	Systems Administrator Training/Materials	2.17.6	*
	66	Maintenance and Operations Manual	2.8.2.9	*
	67	Systems Administration Guide	2.8.2.10	*
	68	User Guide	2.8.2.11	*
		<b>OCMS Functional Unit 4</b>		
	69	Software Delivery Confirmation Log	2.11.12.2	*
	70	End User eLearning Solution and Documentation	2.17.1	*
	71	Systems Administrator Training/Materials	2.17.6	*
	72	Maintenance and Operations Manual	2.8.2.9	*
	73	Systems Administration Guide	2.8.2.10	*
	74	User Guide	2.8.2.11	*

Project Phase	Deliverable No.	Deliverable Title	Deliverable Item No.	Due Date
Implementation /Deployment				
		<b>OCMS Core Application Functionality</b>		
	75	DPSCS Security Compliance Review	2.4.2.3	*
	76	QA Test Summary Report	2.11.4	*
	77	Disaster Recovery Plan Test (Functional Unit 1 Only)	2.9.3.7	*
		<b>OCMS Functional Unit 1</b>		
	78	DPSCS Security Compliance Review	2.4.2.3	*
	79	QA Test Summary Report	2.11.4	*
	80	Disaster Recovery Plan Test (If not previously performed as Deliverable No. 75)	2.9.3.7	*
		<b>OCMS Functional Unit 2</b>		
	81	DPSCS Security Compliance Review	2.4.2.3	*
	82	QA Test Summary Report	2.11.4	*
		<b>OCMS Functional Unit 3</b>		
	83	DPSCS Security Compliance Review	2.4.2.3	*
	84	QA Test Summary Report	2.11.4	*
		<b>OCMS Functional Unit 4</b>		
	85	DPSCS Security Compliance Review	2.4.2.3	*
	86	QA Test Summary Report	2.11.4	*
Operations & Maintenance				
	87	Operations and Maintenance	2.15	*

Note: The asterisk (\*) denotes the dates submitted in the Contractor's Project Implementation Plan and Baseline Schedule (PIPBS) required by RFP Section 2.4.2.6. Accordingly, the Contractor's PIPBS shall have each of the 87 deliverables specified above in its submitted document. Because deliverable due dates are dependent upon the State's declaration of a Notice to Proceed (NTP), the PIPBS timing shall be expressed in terms of NTP + X calendar days. **Upon approval by the State's Contract Manager, delays to the PIPBS will be adjusted for factors and events beyond the control of the Contractor. The Contractor will make a formal submission documenting the reasons for due date delays. [Amendment #4]**

#### 2.16.1 Deliverable Submission and Acceptance Process

2.16.1.1 For each written deliverable, draft and final, the Contractor shall submit to the Project Manager one hard copy and one electronic copy compatible with Microsoft Office 2003, Microsoft Project 2003 and/or Visio 2000.

2.16.1.2 Drafts of all final deliverables are required at least two weeks in advance of all final deliverable due dates. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

- Be presented in a format appropriate for the subject matter and depth of discussion;
- Be organized in a manner that presents a logical flow of the deliverable's content;
- Represent factual information reasonably expected to have been known at the time of submittal;
- Present information that is relevant to the section of the deliverable being discussed;
- Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

2.16.1.3 Upon completion of a deliverable, the Contractor shall document each deliverable in final form to the Department's Project Manager for acceptance. The Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment O). The Department's Project Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

2.16.1.4 Upon receipt of a final deliverable, the Department's Project Manager shall commence acceptance testing or review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the Department's Project Manager shall issue to the Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment P). In the event of rejection, the Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the Department's Project Manager or the Department's Project Manager has specifically issued in writing a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions accepted by the Department's Project Manager, the Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference RFP Section 2.21, Invoicing).

2.16.1.5 When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of the RFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- Be presented in a format appropriate for the subject matter and depth of discussion;
- Be organized in a manner that presents a logical flow of the deliverable's content;
- Represent factual information reasonably expected to have been known at



the time of submittal;

- Present information that is relevant to the section of the deliverable being discussed.

2.16.1.6 The State required milestones and deliverables are defined below. Within each task the Contractor may suggest other subtasks or deliverables to improve the quality and success of the project. Deliverable Expected Completion Dates specified as NTP + Month(s) (e.g. NTP + 6 Months) are due as a final deliverable no later than the last business day of the month. For example, an NTP is issued on March 1, 2009 for a deliverable with an Expected Completion date specified as NTP + 2 Months. Because the last day of the second month falls on a Sunday, the deliverable Expected Completion date is April 28, 2009.

## **2.17 Training**

2.17.1 Through a secure website the Contractor shall provide an eLearning solution and documentation for Training and the administration of Training (project deliverable) for all aspects separated by unique Functional Unit within the system. The Training system/process must be reliable and scalable enough to support approximately 3,500 concurrent users 24x7x365. Training content shall be a blend of text and multimedia with an emphasis on system usage simulation. A post-session test shall be in the eLearning solution and incorporate both text and multimedia into the program (to emphasize key points) and at the end to assure proficiency.

2.17.2 The eLearning solution shall generate usage and statistical training reports.

2.17.3 Training content is the responsibility of the Contractor, but the Department retains the right to revise or modify training content after the Contractor completes the delivery of training. The Contractor shall provide training for Departmental personnel on the administration of course content, reporting, and tracking usage of the OCMS.

2.17.4 Demographic information shall be captured for each user. Users shall be given (or create) their own login to the courses. Users shall be able to bookmark their progress and return to specific content upon their next login. Documentation in the form of Users Guides, Frequently Asked Questions, and Quick Tips shall be available for download.

2.17.5 System Administrator Training/Materials (project deliverable): Training and training materials for designated persons to include but not limited to the following topics: user account creation

- System maintenance and administration
- System configuration to include adding and changing mandatory/optional status of data elements and adding entries to code tables

Other topics will be identified and added to this list based on Contractor recommendations.

2.17.6 System Administrator Training/Materials (subsequent Business Level updates, project deliverable): Following the successful completion of each Functional Unit implementation, the OCMS Systems Administration Guide and associated training process/materials will be reviewed and updated as necessary and required for the next Functional Unit that has been scheduled for development and implementation. The review of the OCMS Systems Administration Guide will be accomplished jointly by the Contractor and the OCMS Project Team. The necessary and required updating of the OCMS Systems Administration Guide is the responsibility of the Contractor. If the OCMS Systems Administration Guide is updated, this updated document will be submitted to the OCMS PM and it will be maintained as part of the OCMS project permanent documentation. This review task will be accomplished within 30 days following the successful implementation of the prior Functional Unit. The updated System Administrator Training sessions, necessary training materials and the OCMS Systems Administration Guide will be scheduled and performed according to the due dates as they appear in RFP Section 2.16, Project Deliverables. If no adjustments are necessary as a result of the next Functional Unit implementation that these tasks will be formally noted as not being required by the Department's OCMS PM.

2.17.7 Train the Trainer. As stated in Section 1.1.5 of this RFP, "Training services shall include technical training for Department IT staff and train-the trainer type training for end-user groups. Actual training of end-users will be performed by others." The DPSCS individuals identified to attend the "Train-The-Trainer" session will be individuals from the Department's Professional Development & Training Division who will have the ultimate responsibility of performing the actual "End-User" training sessions for the OCMS System.

2.17.8 The Contractor shall provide the training documentation in plain English with hard copy and electronic CD-ROM copy in MS Word 2003 format unless otherwise directed by the State coordinator.

## **2.18 Contractor Key Personnel**

2.18.1 The Contractor shall provide the key personnel identified below. Key personnel must be available when necessary to meet the requirements of the OCMS Project. The Contractor may not assign key personnel to other Contractor projects in any way that results in a conflict in their ability to meet the requirements of the Contract. The Contractor shall provide those individuals accepted as key personnel throughout the Contract term, except as provided in RFP Section 2.18.3. The labor categories the Department recommends are listed in this section; however, the Contractor shall employ other personnel as it sees fit to accomplish the requirements of the Contract.

### **2.18.2 Key Personnel Qualifications.**

2.18.2.1 The Contractor shall certify that key personnel meet the qualifications identified in this RFP.

- 2.18.2.2 On a case-by-case basis, Contractor key personnel may be approved by the Department for performance in multiple skill categories for which they are qualified.
- 2.18.2.3 No Substitution of Education for Experience. For key personnel requiring a Bachelor's Degree, a Master's Degree or higher may not be substituted for the general and specialized experience required.
- 2.18.2.4 Substitution of Experience for Education. If the Contractor proposes to substitute experience for the education required for a key staff member, the Contractor shall explain why the experience is a satisfactory substitute.

### 2.18.3 Substitution of Key Personnel.

- 2.18.3.1 Stability of key personnel is critical to project success. For this reason, the Contractor shall retain key personnel interviewed and accepted by the Department for a minimum period from the Notice to Proceed through implementation. All proposed substitutes for key personnel, for other than emergency situations (illness, death, emergency resignation, or emergency disciplinary termination), shall be submitted in writing at least 15 business days in advance of the substitution.
- 2.18.3.2 The Contractor shall permit the Department to interview and accept any proposed substitute for a key employee. The resume of any proposed substitute shall be signed by the substitute and by the Contractor's PM, and the resume of the previous key employee shall be provided for comparison purposes.
- 2.18.3.3 The Department's Contract Manager must agree to the substitution in writing before it becomes effective.
- 2.18.3.4 Any proposed substitute for a key employee shall have qualifications at least equal to those in Section 2.18.4. The burden of illustrating this comparison is the Contractor's.
- 2.18.3.5 If one or more key personnel are unavailable for work under the Contract for a continuous period exceeding 10 business days, the Contractor will be required to immediately notify the Contract Manager and replace the personnel with approved substitutes of equal or better qualifications within 10 business days after notification.

### 2.18.4 Qualifications for Key Personnel

#### 2.18.4.1 Project Manager (PM)

Duties: The PM is assigned the management of the OCMS project for the work performed under the Contract. Performs day-to-day management of the project, identifies

issues and risks and recommends possible issue and risk mitigation strategies associated with the project. Acts as a facilitator between the Department and the Contractor. Is responsible for ensuring that work performed under the Contract is within scope, consistent with requirements, and delivered on time and on budget. Identifies critical paths, tasks, dates, testing, and acceptance criteria. Provides solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels). Monitors issues and provides resolutions for up-to-date status reports. Demonstrates excellent writing and oral communications skills.

Education: Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Master's degree or project management certification is preferred.

General Experience: At least ten (10) years of experience in project management.

Specialized Experience: At least five (5) years of experience in managing IT related projects and must demonstrate a leadership role in at least three successful projects that were delivered on time and on budget.

#### 2.18.4.2 Senior Systems Engineer

Duties: Must be able to analyze information requirements. Must be able to evaluate problems in workflow, organization, and planning. Develops appropriate corrective action. Provides daily supervision and direction to staff.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have six (6) years of experience in systems engineering.

Specialized Experience: At least three (3) years of experience in the supervision of system engineers, and demonstrated use of interactive, interpretative systems with on-line, real-time acquisition capabilities.

#### 2.18.4.3 Database Manager

Duties: Must be capable of managing the development of database projects. Must be able to plan and budget staff and data resources. Supports application developers in planning preparation, load analysis, and backup and recovery of data. When necessary, reallocates resources to maximize benefits. Must be able to prepare and deliver presentations on DBMS concepts. Provides daily supervision and direction to support staff. Monitors performance and evaluates areas to improve efficiency.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have seven (7) years of experience in the development and maintenance of database systems.

Specialized Experience: At least five (5) years of experience with database management systems, system design and analysis, operating systems software, and internal and data manipulation languages.

#### 2.18.4.4 Senior Business Process Consultant (Public Safety/Corrections Subject Matter Expert):

Duties: Develops business requirements and business processes re-engineering methodologies. Solves application and process related problems by creating detail process and system design specifications; and works with other areas across the Functional Units to support a total solution approach. Communicates business requirements for reports and applications development. Facilitates collaboration within and across Functional Units and across IT functions. Resolves problems and improves Functional Units' technical environments.

Education: Bachelor's Degree from an accredited college or university in Business, Human Resources Management or a related field. An MBA or MPA is preferred.

General Experience: At least eight (8) years experience in business process re-engineering.

Specialized Experience: At least five (5) years of experience in reengineering large scale business processes that directly pertain to the operations of Public Safety / Corrections political jurisdictions.

#### 2.18.4.5 Applications Programmer:

Duties: Analyzes functional business applications and design specifications for functional areas such as finance, accounting, personnel, manpower, logistics, and contracts. Develops block diagrams and logic flowcharts. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Provides technical direction to programmers as required to ensure program deadlines are met.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have five (5) years of computer experience in information systems design.

Specialized Experience: At least three (3) years of experience as an application programmer on large-scale DBMS, knowledge of computer equipment, and ability to develop complex software to satisfy design objectives.

## **2.19 Optional Services**

2.19.1 The contract type for services described under this Section shall be considered indefinite quantity with a fixed unit price per COMAR 21.06.03.06. The Department may or may not require use of these services. The Department has no estimate of what quantity of services may be required.

2.19.2 The Department may issue TO describing the services required for each of these additional services. These additional services may be required at any point during the term of the Contract. The Contractor shall respond to the TO with a Task Order Proposal (TOP) that includes the labor categories required to satisfy the request, the estimated number of hours required for each labor category, the total estimated effort and cost, and the estimated start and finish date for the TO. Upon acceptance of the TOP, the Department will issue a NTP to the Contractor. All additional services will be provided on a time and materials basis, NTE specified amount. Invoicing and payment shall be based on task order completion.

2.19.3 Optional services, now Departmental Responsibilities, may include:

- Data conversion
- System Interface Development
- Set-up, deployment and tuning for network equipment
- Security
- Quality assurance testing
- GAP analysis support
- Documentation writing

2.19.4 Labor Categories and Qualifications. The following section describes the labor categories to be provided for the Optional Services:

### **2.19.4.1 Junior Database Management Specialist**

Duties: Must be capable of providing highly technical expertise and support in the use of DBMS. Must be able to evaluate and recommend available DBMS products to support

validated user requirements. Defines file organization, indexing methods, and security procedures for specific user applications. Develops, implements, and maintains database back-up and recovery procedures for the processing environments, and ensures that data integrity, security, and recoverability are built into the DBMS applications.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have three (3) years experience in DBMS systems analysis and programming.

Specialized Experience: At least one (1) years of experience in using current DBMS technologies, application design utilizing various database management systems and experience with DBMS internals.

#### 2.19.4.2 Testing Specialist

Duties: Must be capable of designing and executing IT software tests and evaluating results to ensure compliance with applicable regulations. Must be able to prepare test scripts and all required test documentation. Must be able to design and prepare all needed test data. Analyzes internal security within systems. Reviews test results and evaluates for conformance to design.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have 4 years of experience in computer software development.

Specialized Experience: At least 2 years of software testing experience (integration and acceptance).

#### 2.19.4.3 Software Engineer

Duties: Reviews and analyzes system specifications. Prepares programming specifications. Analyzes existing systems/subsystems for reusability benefits and needed changes. Prepares design plans and written analyses. Prepares unit and test scripts. Prepares documentation.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have three (3) years of experience as a software engineer.

Specialized Experience: At least two (2) years of experience working with Ada, SQL, or third/fourth generation languages in the design and implementation of systems and one (1) year working with DBMS.

#### 2.19.4.4 System Security Specialist

Duties: Provides expert-level advice, analysis, and functional expertise to tasks. Demonstrates exceptional oral and written communication skills. Reviews requirements and task documentation for accuracy and applicability.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: This position requires a minimum of twelve (12) years of experience in system security.

Specialized Experience: At least seven (7) years of highly specialized experience in one or more information, computer, or network security disciplines. These disciplines could include penetration testing, intrusion detection and audit analysis, public key infrastructure, cryptography, strong authentication, risk analysis, and multilevel security.

#### 2.19.4.5 Documentation Specialist

Duties: Gathers, analyzes, and composes technical information. Conducts research and ensures the use of proper technical terminology. Translates technical information into clear, readable documents to be used by technical and non-technical personnel. For applications built to run in a Windows environment, uses the standard help compiler to prepare all on-line documentation.

Education: Associate's Degree in related field. A Bachelor's degree is preferred.

General Experience: Must have four (4) years of experience in technical writing and documentation experience pertaining to all aspects of IT.

Specialized Experience: A minimum of two (2) years of experience in preparing technical documentation, which is to include researching for applicable standards.

#### 2.19.4.6 Junior Computer Programmer



Duties: Must be capable of translating detail program flowcharts into program-coded instructions used by third- and fourth-generation, or current state-of-the-art computers.

Education: A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

General Experience: Must have three (3) years of computer programming experience.

Specialized Experience: None.

## **2.20 Retainage**

Ten percent (10%) of each applicable invoice up to 10% of the total Contract price shall be held by the Department as retainage. Disbursement of the total retainage will be dependent upon and occur 30 days following: (1) the Contractor's invoicing of the retainage (See RFP Section 2.21, Invoicing) and (2) sign-off of the applicable deliverable by the State.

## **2.21 Invoicing**

- 2.21.1 All invoices shall be submitted within 30 calendar days after the completion and acceptance by the Department for each deliverable and include the following information: name and address of the Department, vendor name, remittance address, federal taxpayer identification or (if owned by an individual) his/her social security number, invoice period, invoice date, invoice number, amount due, retainage (if applicable) and the PO number(s) being billed. Deliverable ID number for which the invoice is submitted should also be included. All Hardware manufacturer Serial Number, make and model should be included on invoices including those goods. Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.
- 2.21.2 For each discrete Fixed Price Service deliverable the Contractor shall submit an invoice for each completed deliverable accepted by the State. There will be no partial payments made under this Contract.
- 2.21.3 For each invoice the Contractor shall:
  - 2.21.4.1 In addition to meeting the general invoice requirements above, provide the cumulative retainage amount for each discrete deliverable.
  - 2.21.4.2 Include a recap section detailing cumulative billings, to date, by deliverable and dollar total invoiced including the month for which the invoice was submitted, cumulative retainage to date by deliverable and a retainage total, including the month for which the invoice was submitted.

## **2.22 Source Code**

2.22.1 Contractor shall, at the Contractor's option, deliver two copies of each software source code and software source code documentation for all OCMS source code, object code, design and architecture documentation, and data files either directly to:

- The Department in a form acceptable to the Department, or
- To a State-approved escrow agent. The Contractor shall cause the escrow agent to place the software source code in the escrow agent's vaulted location that is located in the Baltimore/ Washington area of Maryland that is acceptable to the State.

2.22.2 The source code shall be stored on compact discs or other media designated by the State in a format acceptable to the State, and shall be easily readable and understandable by functional analysts and technical personnel with the skill set for that type of component, subcomponent, or software code. In addition, the Contractor shall provide the following:

- Name, address, and telephone number of the third party who acts as escrow agent, if applicable;
- Source code escrow procedures;
- Name, address, telephone number of party who audits escrow account;
- Frequency of updates and maintenance of source code; and
- Description of licensing arrangements and associated costs

2.22.3 The State shall have the right to audit the software source code and corresponding software source code documentation for each software product that comprises the Contractor's solution. This audit shall be scheduled at any time that is convenient for the parties to be present. The Department shall be provided with software or other tools required to view all software source codes.

## SECTION 3 – PROPOSAL FORMAT

### 3.1 Two Part Submission

- 3.1 Offerors must submit proposals in two separate volumes:
- Volume I - TECHNICAL PROPOSAL
  - Volume II - FINANCIAL PROPOSAL

### 3.2 Proposals

- 3.2.1 Volume I-Technical Proposal, must be sealed separately from Volume II-Financial Proposal, but submitted simultaneously to the Procurement Officer (address listed in Section 1.5 of this RFP).
- 3.2.2 An unbound original, so identified, and nine copies of each volume are to be submitted. An electronic version of both the Volume I- Technical Proposal in MS Word format and the Volume II- Financial Proposal in MS Excel format must also be submitted with the unbound originals technical or financial volumes, as appropriate.
- 3.2.3 Electronic media shall be a CD and bear a label with the RFP title and number, name of the Offeror, and the volume number (I or II).

### 3.3 Submission

- 3.3.1 Each Offeror is required to submit a separate sealed package for each "Volume", which is to be labeled Volume I-Technical Proposal and Volume II-Financial Proposal. Each sealed package must bear the RFP title and number, name and address of the Offeror, the volume number (I or II), and the closing date and time for receipt of the proposals on the outside of the package.
- 3.3.2 All pages of both proposal volumes must be consecutively numbered from beginning (Page 1) to end (Page "x").

### 3.4 Volume I – Technical Proposal

- 3.4.1 Transmittal Letter: A transmittal letter must accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter shall be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. Only one transmittal letter is needed and it does not need to be bound with the technical proposal.
- 3.4.2 Format of Technical Proposal: Inside the sealed package described in Section 3.3, above, an unbound original, to be so labeled, nine paper copies and one electronic version shall be enclosed. Section 2 of this RFP provides requirements and Section 3 provides reply instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror's technical proposals shall be organized and numbered in the same order as this RFP. This proposal organization shall allow Department officials and the Evaluation Committee to "map" Offeror responses directly to RFP requirements

by paragraph number. **The portions of the RFP to which Offeror responses shall be keyed are: Section 2 (Scope of Work), Section 3 (Proposal Format) and Attachment G. RFP Section 3.4.5 addresses software functional matching—please key your responses to the numbering system in Attachment G. RFP Section 3.4.6.1 asks you to address each RFP requirement—please key responses for work requirements in Section 2 using the Section 2 numbering system. If your Section 2 answer is addressed by a specific submission requirement in Section 3, a cross reference to your Section 3 response will suffice as your response here. All other submission requirements in Section 3 should be keyed to the numbering system in Section 3 [Amendment # 1].** The technical proposal shall include the following sections in the stated order:

- 3.4.3 Title and Table of Contents: The technical proposal shall begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents for the technical proposal should follow the title page. **Note: Information that is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Offeror’s Technical Proposal, and if applicable, also in it’s Financial Proposal. Unless there is a compelling case, an entire proposal should not be labeled confidential but just those portions that can reasonably be shown to be proprietary or confidential.**
- 3.4.4 Executive Summary: The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled “Executive Summary.” The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If an Offeror takes no exception to The Department’s terms and conditions, the Executive Summary should so state.
- 3.4.5 Software Functional Matching.
- 3.4.5.1 The Offeror shall fill out and submit the RFP Attachment G (functional requirements) to reflect those requirements that can be met with the COTS OCMS software out of the box, those areas where third party software will meet the requirement, those areas requiring configuration, those areas requiring customization and finally, any comments or explanations that are necessary. Follow the instructions to submit required data as explained in Attachment G.
- 3.4.5.2 Additionally, the Offeror shall provide statements of software characteristics and capabilities to include:
- Details regarding how the system handles data encryption (See Atch G, Ref # GL.28)
  - Details regarding how the system handles data import/export in XML format (See Atch G, Ref # GL.29)

- Define the average size of each screen (file size in KB) for the OCMS. In addition to the average, also list the smallest file size and the largest file size.

### 3.4.6 Offeror Technical Response to RFP Requirements:

3.4.6.1 General. The Offeror shall address each RFP requirement in the Technical Proposal and describe how its proposed services will meet those requirements. If the State is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. As stated previously, any exception to a term or condition may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. Any paragraph that responds to a work requirement shall not merely rely on a stated agreement to perform the requested work; but rather, the Offeror should outline how the Offeror can fulfill the requested tasks in a manner that best meets the State's needs.

3.4.6.2 System Architecture. The Offeror shall provide a draft architecture document and diagrams that conform to the requirements of the RFP Section 2.9.2. The architecture and configuration shall be detailed for each of the following environments. Provide a graphic illustration to show hardware configurations for each environment. If additional/other environments are recommended, describe their respective hardware configurations as well.

- Production Environment
- Disaster Recovery Environment
- Development/Testing Environment
- Training Environment
- Reporting Environment

3.4.6.3 Hardware Requirements. The hardware proposal detail will include a list of all hardware necessary to support each environment in Section 3.4.6.2. Assume each person requiring access to the system has a work station. Describe the need, to include hardware manufacturer's name, item nomenclature, model number, specification and quantity, for any element necessary to maintain the application at peak operational efficiency and availability. For external storage, describe the technology/methodology.

3.4.6.4 Software Operations and Functional Descriptions. Provide a narrative of the system software operation for the following activities and functions (use screen captures to illustrate the software operation):

- Demonstrate logical flow of Business Processes of an offender (i.e., Intake, Planning/Assessment, Supervision and Management for Pretrial, Correction, Parole, Probation and treatment services)

to include the following activities:

- Administrative functions such as user access and permissions
- Searching the databases
- Establishing search priorities
- Recording notes fields
- Scheduling (e.g., appointments, alerts)
- Event-based triggers and alerts
- Display images with available tools
- Scanning of original documentation
- Record retrieval
- Transaction logging
- Report generation
- Ad Hoc reporting
- Quality control process
- Demonstrate approach to ensure data security
- Explain system integration (i.e., tools, utilities) approach

3.4.6.5 Submit a draft Project Management Plan (PMP) that conforms to the requirement as stated in the RFP Section 2.4.2.1.

3.4.6.6 Submit a draft Project Implementation Plan and Baseline Schedule (PIPBS) that conforms to the requirement as stated in the RFP Section 2.4.2.6. The Baseline Schedule shall be submitted in Microsoft Project

3.4.6.7 Submit a list of assumptions used in the development of the technical proposal and a risk analysis that reflects potential barriers to successful project completion.

3.4.6.8 Submit the Offerors proposed Service Level Agreement (SLA) that conforms to the requirements in RFP Section 2.15.

3.4.7 Offeror Experience and Capabilities: Offerors shall include information on past experience with similar requirements. Offerors shall describe their experience and capabilities through a response to the following:

3.4.7.1 An overview of the Offeror's experience providing offender case management software services similar to those included in this RFP. This description shall include:

- Experience with serving multiple institutions with a minimum population of fifteen thousand (15,000) inmates.
- Detailed description of criminal justice information software systems provided to existing customer base.

- The number of years the Offeror has provided these services.
- The number of clients and geographic locations the Offeror currently serves.

3.4.7.2 As part of its offer, each Offeror is to provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which has been completed within the last 5 years. For each identified contract the Offeror is to provide in its Technical Proposal:

- The State contracting entity
- A brief description of the services/goods provided
- The dollar value of the contract
- The term of the contract
- The State employee contact person (name, title, telephone number and if possible e-mail address)
- Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised

The Procurement Officer or a designee will contact the identified State agencies, or the most appropriate ones if many contracts are involved, to ascertain the Offeror's level of performance of State contracts. Information obtained regarding the Offeror's level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.

3.4.7.3 An organization chart of the Offeror showing all major component units, which component(s) shall perform the requirements of this Contract, where the management of this Contract shall fall within the organization, and what corporate resources shall be available to support this Contract in both primary and secondary, or back-up roles. Also, provide the names and titles of the key project management personnel (See RFP Section 2.19.4 for requirements) directly involved with services rendered under this Contract along with their resumes.

3.4.8 References. References of three (3) of its government customers. Provide the following information for each client reference:

- Name of Client Organization
- Name, title, and telephone number of Point-of-Contact for client organization
- Value, type, and duration of contract(s) supporting client organization
- The services provided, scope of the contract, geographic area being supported, and performance objectives satisfied, and number of inmates serviced by commissary operations

- An explanation of why the Offeror is no longer providing the services to the client organization, should that be the case

#### 3.4.9. Economic Benefit Factors

- 3.4.9.1 The Offeror shall describe the benefits that shall accrue to the Department economy as a direct or indirect result of the Offeror's performance of the Contract resulting from this RFP. The Offeror shall take into consideration the following elements. (Do not include any detail of the financial proposals with this technical information):
- 3.4.9.2 The estimated percentage of contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.
- 3.4.9.3 The estimated number and types of jobs for Maryland residents resulting from this Contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the Contractor has committed at both prime and, if applicable, subcontract levels.
- 3.4.9.4 Tax revenues to be generated for Maryland and its political subdivisions as a result of this Contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract.
- 3.4.9.5 The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.
- 3.4.9.6 In addition to the factors listed above, the Offeror should explain any other economic benefit to the Department that would result from the Offeror's proposal.
- 3.4.9.7 NOTE: The Offeror should state its level of commitment per \$1,000 of Contract value. In other words, for each \$1,000 of Contract value, how many Maryland jobs shall be created, what Maryland tax revenue shall be generated, how much shall be paid to Maryland subcontractors, and so forth.

#### 3.4.10 Financial Information: Financial Capability and Insurance: The Offeror shall include the following:

- 3.4.10.1 Evidence that the Offeror has the financial capacity to provide the services via profit and loss statements and balance sheets for the last two years.
- 3.4.10.2 A copy of the Offeror's current certificates of insurance (property, casualty and liability), which, at a minimum, shall contain the following:
  - Carrier (name and address)
  - Type of insurance



- Amount of coverage
- Period covered by insurance
- Exclusions

3.4.11 Subcontractors: Offerors must identify non-MBE subcontractors, if any, and the role these subcontractors shall have in the performance of the Contract.

3.4.12 Required Affidavits, Schedules and Documents to be submitted by Offeror in the Technical Proposal:

- Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal).
- Completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1)
- Completed MBE Participation Schedule (Attachment D-2)
- Completed OCMS Functional and Technical Requirements Document (Attachment G)
- Completed Living Wage Affidavit (Attachment N)

### **3.5 Volume II - Financial Proposal**

Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an original unbound copy, nine bound copies, and one electronic copy (in MS Excel 2003 format) of the Financial Proposal in a separate envelope labeled as described in Section 3.3, of the Financial Proposal.

The Financial Proposal must contain all price information in the format specified in Attachment F.

Notes:

- Information which is claimed to be confidential is to be clearly identified in the Offeror's Financial Proposal. An explanation for each claim of confidentiality shall be included as part of the Financial Proposal
- Please note there is not a price associated with every requirement in the RFP but also note this is a fixed price contract. The prices for all but optional services are all inclusive and encompass all work requirements in the RFP. That means the priced deliverables should include pricing factors for all Contract requirements.

## SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

### 4.1 Evaluation Criteria

- 4.1.1 Evaluation of the proposals shall be performed by a committee organized for that purpose of analyzing the technical commissary proposals. Evaluations shall be based on the criteria set forth below. The Contract resulting from this RFP shall be awarded to the Offeror that is most advantageous to the State, considering price and the evaluation factors set forth herein. In making this determination, technical factors shall receive greater weight than price factors.
- 4.1.2 The Offeror shall be evaluated on its ability to design, develop, implement and support the OCMS and commissary services according to the specifications outlined in this RFP.

### 4.2 Technical Criteria

- 4.2.1 The criteria to be applied to each technical proposal are listed in descending order of importance:
- Software Functional Matching (RFP Section 3.4.5). Offeror response to functional requirements presented in response to Attachment G Functional Requirements its technical proposal will be evaluated to determine the closest match to Department requirements “out-of-the-box.” The technical ranking or “goodness” of a proposed software package will be measured in terms of the greatest compatibility with the Department’s functional requirements. Said another way, a proposed OCMS will earn higher rankings if it is able to meet more requirements “out-of-the-box” than its competitors. Moreover, technical rankings will improve if additional functional requirements can be met with third party software integrated into OCMS by the Offeror and through customization. Conversely, the proposed OCMS that has the greatest number of functional requirements that cannot be met will earn the lower technical rankings.
  - Offeror Technical Response to RFP Requirements (RFP Section 3.4.6). Offeror response to work requirements in the RFP (Section 3.4.6.1) must illustrate a comprehensive understanding of work requirements to include an explanation of how the work shall be done. Responses to work requirements such as “concur” or “shall comply” shall receive a lower evaluation ranking than those Offerors who demonstrate they understand a work requirement and have a plan to meet or exceed it. EXAMPLE: How OCMS shall address incremental roll-out or implementation approach for each user community operational module to insure accurate accountability, delivery and problem resolutions. (Ref to Section 2 or applicable portions thereof.) Other products required in response to this section represent draft products (Sections 3.4.6.2, 3.4.6.3, 3.4.6.5, 3.4.6.6 and 3.4.6.8) that will be updated by the Contractor and presented as deliverables after award. .
  - Offeror Experience and Capabilities (RFP Section 3.4.7)
  - References (RFP Section 3.4.8)
  - Economic Benefit Factors (RFP Section 3.4.9)

### **4.3 Financial Criteria**

All qualified Offerors will be ranked from the lowest to the highest price based on their total price proposed on Attachment F.

### **4.4 Reciprocal Preference**

- 4.4.1 Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland Contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference shall be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that shall primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

### **4.5 Selection Process and Procedures**

#### **4.5.1 General Selection Process:**

- 4.5.1.1 The Contract shall be awarded in accordance with the competitive sealed proposals process under COMAR 21.05.03. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.
- 4.5.1.2 Accordingly, the Department may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the Department also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the Department may determine an Offeror to be not responsible and/or not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals.

#### **4.5.2 Selection Process Sequence:**

- 4.5.2.1 The first level of review shall be an evaluation for technical merit by the selection committee. During this review, oral presentations and discussions may be held. The purpose of such discussions shall be to assure a full understanding of the Departments' requirements and the Offeror's ability to perform, and to facilitate understanding of the Contract that shall be most advantageous to the State.
- 4.5.2.2 Offerors must confirm in writing any substantive oral clarifications of, or changes in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.
- 4.5.2.3 The financial proposal of each Offeror shall be evaluated separately from the technical evaluation. After a review of the financial proposals of Offerors, the Procurement Officer may again conduct discussions

- 4.5.2.4 When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).
- 4.5.2.5 Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer shall recommend award of the Contract to the responsible Offeror whose proposal is determined to be the most advantageous to the Department considering evaluation and price factors as set forth in this RFP. In making the most advantageous ~~Offeror~~ **proposal** determination, technical shall be given ~~(lesser)~~ **greater** weight than price factors **[Amendment #1]**.

## **ATTACHMENTS**

ATTACHMENT A – The State's Contract. It is provided with the RFP for informational purposes and is not required at proposal submission time. However, it must be completed, signed and returned by the selected Offeror to the Procurement Office upon notification of proposed contract award (Attached to this solicitation).

ATTACHMENT B – Bid/Proposal Affidavit. This form must be completed and submitted with the Offeror's technical proposal (Attached to this solicitation).

ATTACHMENT C – Contract Affidavit. It is not required at proposals submission time. It must be submitted by the selected Offeror to the Procurement Officer within 5 working days of notification of proposed award (Attached to this solicitation).

ATTACHMENT D – Minority Business Enterprise Participation Forms (Attached to this solicitation)

ATTACHMENT E – Pre-Proposal Conference Response Form. We ask that this form be completed and submitted as described in the RFP Section 1.7. The primary purpose of the form is to get an idea of attendance to ensure the room reserved is big enough for expected attendees.

ATTACHMENT F – Proposal Price Sheet. This form is to be completed by the Offeror and comprises the Offeror's Volume II – Financial Proposal (Attached to this solicitation).

ATTACHMENT G – OCMS Functional and Technical Requirements Document.

ATTACHMENT H – Procurement Officer Checklist

ATTACHMENT I – DPSCS Hardware Standards.

ATTACHMENT J – DPSCS ITCD Technology Architecture Standards – (TAS).

ATTACHMENT K – Electronic Funds Transfer (EFT) Registration Request Form. Submission of this form allows the State to electronically pay invoices.

ATTACHMENT L – Non-Disclosure Agreement. The purpose of the agreement is to advise the Contractor will be required to protect sensitive information to which access will be granted during the life of the Contract.

ATTACHMENT M – Living Wage Requirements for Service Contracts is a new requirement recently enacted by law. This attachment explains the main features of the legislation and the requirements Contractors must meet.

ATTACHMENT N – Living Wage Affidavit of Agreement. The affidavit asks for acknowledgement of understanding and consent to comply with the Living Wage provisions of the Contract.

ATTACHMENT O – Deliverables Submission Form

ATTACHMENT P – Deliverables Acceptance Form

## ATTACHMENT A – THE STATE’S CONTRACT

**THIS CONTRACT (the “Contract”)** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between

\_\_\_\_\_ and the **STATE OF MARYLAND**, acting through the **DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES** (the “DPSCS” or sometimes the “Agency”).

**IN CONSIDERATION** of the premises and the covenants herein contained, the parties agree as follows:

### **1. Definitions**

In this Contract, the following words have the meanings indicated:

**1.1** “Contract Monitor” means the DPSCS representative and first point of contact for contract procedures and any discrepancies. The Agency may change the Contract Monitor at any time by written notice.

**1.2** “Contractor” means \_\_\_\_\_ whose principal business address is \_\_\_\_\_ and whose principal office in Maryland is \_\_\_\_\_.

**1.3** “Department” means the Department of Public Safety and Correctional Services (DPSCS).

**1.4** “Financial Proposal” means the Contractor’s Financial Proposal dated \_\_\_\_\_.

**1.5** “Procurement Officer” means the person with the responsibilities and authorities of “procurement officer” under the Annotated Code of Maryland, and Title 21 of the Code of Maryland Regulations (“COMAR”) or their designee. The Agency may change the Procurement Officer at any time by written notice.

**1.6** “RFP” means the Request for Proposals for DPSCS OCMS (OCMS), Solicitation No. DPSCS ITCD 2008-30, dated \_\_\_\_\_, and any amendments thereto issued in writing by the State.

**1.7** “State” means the State of Maryland.

**1.8** “Technical Proposal” means the Contractor’s Technical Proposal, dated \_\_\_\_\_.

## **2. Statement of Work**

**2.1** The Contractor shall provide hardware, software, implementation support, and training services to implement a web enabled OCMS (collectively, the “Services”). The Services shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision, with earlier listed Exhibits prevailing over later listed Exhibits:

Exhibit A – RFP

Exhibit B – Technical Proposal

Exhibit C – Financial Proposal

- a. The Contract Affidavit attached hereto as Exhibit D is incorporated by reference herein.
- b. The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.
- c. The Contract may be modified only after such approvals as are required under Maryland law, and only by a writing executed by the authorized representatives of the parties.

## **3. Time for Performance**

Unless the Contract is terminated earlier as provided herein, the term of the Contract is the period beginning on October 1, 2008, and ending September 30, 2011. The State, at its sole option, shall have the unilateral right to extend the Contract for up to five additional successive one-year terms. The Contractor shall provide Services under the Contract upon receipt of a notice to proceed from the Contract Monitor.

## **4. Consideration and Payment**

**4.1** In consideration of the satisfactory performance of the Services, the Department shall pay the Contractor in accordance with the terms of this Contract and at the rates specified in \_\_\_\_\_. Except with the express written consent of the Procurement Officer, total payments to the Contractor pursuant to this Contract may not exceed \$\_\_\_\_\_ (the "NTE Amount"). Contractor shall notify the Contract Monitor, in writing, at least 60 days before payments reach the NTE Amount. After notification by the Contractor, if the Procurement Officer fails to give written notice that the NTE Amount has been increased, the Contractor shall have no obligation to perform under this Contract after payments reach the NTE Amount. The cessation of the Contractor's obligation to perform under this paragraph 4.1 is expressly conditioned on the following: that prior to the NTE Amount being reached, the Contractor shall: (i) give the notice required under this paragraph 4.1; (ii) promptly consult with the Department and cooperate in good faith with the Department to establish a plan of action to assure that every reasonable effort has been undertaken by the Contractor to complete State-defined critical work in progress prior to the date the NTE Amount will be reached; and (iii) secure data bases, systems, platforms and/or applications on which the Contractor is working so that no damage or vulnerabilities to any of the same will exist due to the existence of any such unfinished work.

**4.2** The Contractor shall submit invoices monthly for Services completed during the previous calendar month. Each invoice must include the Contractor's Federal Tax Identification Number which is \_\_\_\_\_. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices shall be submitted to the Contract Monitor.

**4.5** In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.

## **5. Rights to Records**

**5.1** The Contractor agrees that all documents and materials including but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor, solely for purposes of this Contract with the State of Maryland shall be the sole property of the Department and shall be available to the Department at any time. The Department shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.

**5.2** The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and Services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works for hire for the Department, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created



under this Contract, and shall cooperate reasonably with the State in effectuating and registering any necessary assignments.

**5.3** The Contractor shall report to the Procurement Officer, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

**5.4** The Contractor may not affix any restrictive markings upon any data and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

**5.5** The State shall have the sole and exclusive right to use, duplicate, distribute, and disclose any data, databases, derived data products, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created, collected, manipulated, generated, or purchased by the State from the Contractor in connection with this Contract (collectively, the "Data"). The Data shall be the sole property of the State.

## **6. Patents, Copyrights, Intellectual Property**

**6.1** If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.

**6.2** The Contractor shall defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, copyright, or trade secret. If a third party claims that a Product infringes that party's patent or copyright, the Contractor shall defend the Agency against that claim at Contractor's expense and shall pay all damages, costs and attorney fees that a Court finally awards, provided the Agency (i) promptly notifies the Contractor in writing of the claim; and (ii) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in section 6.3 below.

**6.3** If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor shall, at its option and expense: a) procure for the State the right to continue using the applicable item, b) replace the product with a non-infringing product substantially complying with the item's specifications, or c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

## **7. Confidentiality**

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under or in connection with this

Contract, provided that the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information or (e) which such party is required to disclose by law.

## **8. Loss of Data**

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data, in the manner and on the schedule set by the Procurement Officer. The Contractor shall ensure that all data is backed up, and is recoverable by the Contractor.

## **9. Indemnification**

**9.1** The Contractor shall indemnify the State against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

**9.2** The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

**9.3** The Contractor shall immediately notify the Contract Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and shall cooperate, assist and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.

**9.4** This Section 9 survives the termination of this Contract for any liability arising within the period of the statute of limitations associated with such liability.

## **10. Non-Hiring of Employees**

No official or employee of the Department, as defined under State Government Article, § 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

## **11. Disputes**

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

## **12. Maryland Law**

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any software license acquired hereunder. Any and all references to the Annotated Code of Maryland contained in this Contract shall be construed to refer to such Code sections as from time to time amended.

## **13. Nondiscrimination in Employment**

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

## **14. Commercial Nondiscrimination**

**14.1** As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, Contractors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, Contractors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of

this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

**14.2** The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Department, in all subcontracts.

**14.3** As a condition of entering into this Contract, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, Contractors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the Department, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

## **15. Contingent Fee Prohibition**

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this Contract.

## **16. Non-availability of Funding**

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this shall not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder shall be to discharge both the Contractor and the Department from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

## **17. Termination for Cause**

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The Department shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor shall remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

## **18. Termination for Convenience**

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State shall pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

## **19. Delays and Extensions of Time**

The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of Services under this Contract. Time extensions shall be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

## **20. Suspension of Work**

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

## **21. Pre-Existing Regulations**

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, the regulations set forth in

Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

## **22. Financial Disclosure**

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the Department or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the Department certain specified information to include disclosure of beneficial ownership of the business.

## **23. Political Contribution Disclosure**

The Contractor shall comply with Election Law Article, §§14-101 – 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

## **24. Retention of Records**

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the Department under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Contract Officer or the Contract Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. In the event of any audit, Contractor shall provide assistance to the State, without additional compensation, to identify, investigate and reconcile any audit discrepancies and/or variances.

## **25. Representations and Warranties**

The Contractor hereby represents and warrants that:

A. It is qualified to do business in the State of Maryland and that it shall take such action as, from time to time hereafter, may be necessary to remain so qualified;

B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

C. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and,

D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

## **26. Costs and Price Certification**

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

## **27. Subcontracting; Assignment**

The Contractor may not subcontract any portion of the Services provided under this Contract without obtaining the prior written approval of the Department, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include the terms of Sections 10 and 12 through 26 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

## **28. Administrative**

**28.1** Procurement Officer. The work to be accomplished under this Contract shall be performed under the direction of the Procurement Officer. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

**28.2** Notices. All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State: Department of Public Safety and Correctional Services  
6776 Reisterstown Road, Suite 211  
Baltimore, Maryland 21215  
Attention: Procurement Officer

If to the Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

**CONTRACTOR**

\_\_\_\_\_  
By Date

Witness: \_\_\_\_\_

**DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES**

\_\_\_\_\_  
By Date

Witness: \_\_\_\_\_

Approved for form and legal sufficiency this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Assistant Attorney General

APPROVED BY BPW: \_\_\_\_\_  
(Date) (BPW Item #)



## ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

### A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) \_\_\_\_\_ and the duly authorized representative of (business) \_\_\_\_\_ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

### B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a Contractor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the Contractors, supplier’s or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the state of Maryland that the bidder discriminated against subcontractors, Contractors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

### C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list

any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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#### D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of the Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Section B and subsections (1) through (7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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#### E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

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#### F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

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#### G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

#### H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

#### I. FINANCIAL DISCLOSURE AFFIRMATION

##### I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of Department certain specified information to include disclosure of beneficial ownership of the business.

#### J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

##### I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

#### K. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

##### I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the

business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

- (c) Prohibit its employees from working under the influence of drugs or alcohol;
  - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
  - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
  - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
    - (i) The dangers of drug and alcohol abuse in the workplace;
    - (ii) The business' policy of maintaining a drug and alcohol free workplace;
    - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
  - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §J(2)(b), above;
  - (h) Notify its employees in the statement required by §J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
  - (i) Notify the procurement officer within 10 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
  - (j) Within 30 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
    - (i) Take appropriate personnel action against an employee, up to and including termination; or
    - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
  - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §J(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §J(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
  - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
  - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

#### L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic \_\_\_\_ ) (foreign \_\_\_\_ ) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is (IF NOT APPLICABLE, SO STATE):

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

#### M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

N. Repealed.

#### O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY  
THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST  
OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Representative and Affiant)

**ATTACHMENT C – CONTRACT AFFIDAVIT**

**COMAR 21.07.01.25**

**A. AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the

\_\_\_\_\_  
(title)

and the duly authorized representative of

\_\_\_\_\_  
(business)

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

**B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic\_\_\_\_\_) (foreign\_\_\_\_\_) corporation registered in accordance with Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessment and Taxation is:

Name:\_\_\_\_\_

Address:\_\_\_\_\_

\_\_\_\_\_  
(2) Except as validly contested, the business has paid, or has arranged for payment of , all taxes due the State of Maryland and has filed all required returns and reports with Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and shall have paid all withholding taxes due the State of Maryland prior to final settlement.



C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposals Affidavit dated \_\_\_\_\_, 20\_\_\_\_, and executed by me for the purposed of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Authorized Representative and Affidavit)

## **ATTACHMENT D – MINORITY BUSINESS ENTERPRISE PARTICIPATION FORMS**

### **STATE OF MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES MINORITY BUSINESS ENTERPRISE PARTICIPATION**

#### **PURPOSE**

The Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve the minority business enterprise (MBE) goal stated in the Invitation for Bids or Request for Proposals. MBE performance must be in accordance with this Exhibit, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Exhibit.

#### **MBE GOALS AND SUBGOALS**

- 2.2** MBE subcontract participation goals as set forth in Section 1.19 have been established for this procurement. By submitting a response to this solicitation, the bidder or Offeror agrees that this dollar amount of the contract shall be performed by certified minority business enterprises

By submitting a response to this solicitation, the bidder or Offeror agrees that these dollar amounts of the contract shall be performed by certified minority business enterprises as specified.

- (1) A prime contractor — including an MBE prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- (2) A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

#### **SOLICITATION AND CONTRACT FORMATION**

- 1 A bidder or Offeror must include with its bid or offer:
  - ◆ A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1) whereby the bidder or Offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.

- ◆ A completed MBE Participation Schedule (Attachment D-2) whereby the bidder or Offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified Minority Business Enterprises at the time of submission. The bidder or Offeror shall specify the price and/or the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

**If a bidder or Offeror fails to submit Attachment D-1 and Attachment D-2 at the time of submittal of the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.**

2. Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.
  1. Outreach Efforts Compliance Statement (Attachment D-3)
  2. Subcontractor Project Participation Statement (Attachment D-4)
  3. If the apparent awardee believes a waiver (in whole or in part) of the overall MBE goal or of any subgoal is necessary, it must submit a fully documented waiver request that complies with COMAR 21.11.03.11.
  4. Any other documentation required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

**If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.**

**The remainder of this page is intentionally left blank.**

## **MBE CONTRACT ADMINISTRATION REQUIREMENTS**

Contractor shall:

- ◆ Submit monthly to the Department a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
- ☐ Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.
- ☐ Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
- ☐ Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.
- ☐ At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

## **ATTACHMENTS**

**D-1 - Certified MBE Utilization and Fair Solicitation Affidavit**  
(must be submitted with bid or offer)

**D-2 - MBE Participation Schedule** (must be submitted with bid or offer)

**D-3 - Outreach Efforts Compliance Statement** (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)

**D-4 - Subcontractor Project Participation Statement** (must be submitted within 10 working days of notification of apparent award or actual award, whichever is earlier)

ATTACHMENT D-1

***CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION  
AFFIDAVIT***

***\* \* \* \* \* EFFECTIVE OCTOBER 1, 2004 \* \* \* \* \****

**This document must be included with the bid or offer. If the bidder or offeror fails to submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.**

In conjunction with the bid or offer submitted in response to Solicitation No. DPSCS ITCD 2008-30, I affirm the following:

- (1) I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of 25% (percent) and, if specified in the solicitation, sub goals of \_\_\_\_ percent for MBEs classified as African American-owned and \_\_\_\_ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve MBE participation of \_\_\_\_\_% and request a waiver of the remainder of the goal. Within 10 business days of receiving notice that our firm is the apparent low bidder or the apparent awardee (competitive sealed proposal), I shall submit a written waiver request that complies with COMAR 21.11.03.11. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule shall be used to accomplish the percentage of MBE participation that I intend to achieve.

- (2) I have identified the specific commitment of certified MBEs by completing and submitting an MBE Participation Schedule with the bid or proposal.
- (3) I understand that if I am notified that I am the apparent awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.

- (a) Outreach Efforts Compliance Statement (**Attachment D-3**)
- (b) Subcontractor Project Participation Statement (**Attachment D-4**)
- (c) MBE Waiver Request per COMAR 21.11.03.11 (if applicable)
- (d) Any other documentation required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

I acknowledge that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

- (4) In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

\_\_\_\_\_  
Bidder/Offeror Name

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

**SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL**

**ATTACHMENT D-2**  
**MBE Participation Schedule**  
*(for submission with bid or proposal)*  
**\*\*\*\*\* EFFECTIVE OCTOBER 1, 2004 \*\*\*\*\***

**This document must be included with the bid or offer. If the bidder or Offeror fails to submit this form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.**

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	Total Contract percentage
<b>List Information For Each Certified MBE Subcontractor On This Project</b>	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	

**USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED**

**SUMMARY**

TOTAL MBE PARTICIPATION:	%	
TOTAL AFRICAN-AMERICAN MBE PARTICIPATION:	%	
TOTAL WOMAN-OWNED MBE PARTICIPATION:	%	

Document Prepared By: (please print or type)  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_

## Attachment D-2

### MBE Participation Schedule (continued)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed	
Percentage of Total Contract	



**ATTACHMENT D-3**  
***Outreach Efforts Compliance***  
**Statement**

In conjunction with the bid or offer submitted in response to Solicitation No. \_\_\_\_\_, I state the following:

- ♦ Bidder/ Offeror identified opportunities to subcontract in these specific work categories:
  
- 2 Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
  
- 3 Bidder/Offeror made the following attempts to contact personally the solicited MBEs:
  
- 4 ☐ Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements. (DESCRIBE EFFORTS)
  
- ☐ This project does not involve bonding requirements.
  
- 5 ☐ Bidder/Offeror did/did not attend the pre-bid conference  
☐ No pre-bid conference was held.

\_\_\_\_\_  
Bidder/Offeror Name

By: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

**ATTACHMENT D-4**  
***Subcontractor Project Participation***  
**Statement**

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION  
SCHEDULE

Provided that \_\_\_\_\_ is awarded the State contract in conjunction  
Prime Contractor Name  
with Solicitation No. \_\_\_\_\_, it and \_\_\_\_\_,  
Subcontractor Name  
certification No. \_\_\_\_\_, intend to enter into a contract by which Subcontractor  
shall: (describe. work)

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- ☐ No bonds are required of Subcontractor
- ☐ The following amount and type of bonds are required of Subcontractor:

\_\_\_\_\_  
Prime Contractor Signature

\_\_\_\_\_  
Subcontractor Signature

By: \_\_\_\_\_  
Name, Title

By: \_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT E – PRE-PROPOSAL CONFERENCE RESPONSE FORM**

**Project No. DPSCS ITCD 2008-30  
STATE OF MARYLAND**

A Pre-Proposal Conference shall be held at 1:00 PM, on March 19, 2008, at a Baltimore City Community College (BCCC) facility located at Conference Room 30, 710 E. Lombard, Baltimore, MD 21202 . Please return this form by advising whether or not you plan to attend.

In order to assure adequate seating and other accommodations at the Conference, it is requested that by 2:00 PM, March 14, 2008, all prospective Offerors planning to attend shall return the Pre-Proposal Conference Response Form or call the Procurement Officer at (410) 358-8671 with such notice. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. The Department shall make reasonable efforts to provide such special accommodation.

For directions to the meeting site, you may contact Linda Thompson at 410-585-3110.

Return or fax this form to the Procurement Officer:

Linda Thompson  
Procurement Officer  
Department of Public Safety and Correctional Services  
6776 Reisterstown Road, Suite 211  
Baltimore, MD 21215  
Fax #: (410) 358-8671

Please indicate:

\_\_\_\_\_ Yes, the following representatives by name and title shall be in attendance:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_ No, we shall not be in attendance.

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

## ATTACHMENT F – PRICE PROPOSAL SHEET

### Price Proposal Sheet

The OCMS Attachment F Price Sheet will published separately in Excel format.

#### General Instructions:

In order to assist Offerors in the preparation of their price proposal and to comply with the requirements of this solicitation, Price Instructions and Price Forms have been prepared. Offerors shall submit their price proposal on the forms in accordance with the instructions on the forms and as specified herein. Do not alter the forms or the price proposal shall be rejected. The Price Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to all proposed prices.

Offerors are required to record the fully loaded prices they are proposing for each listed item, and compute the total. The price forms are used to calculate the Offeror's TOTAL PRICE.

- A) All Fixed and Unit Prices for hourly rates must be clearly entered with dollars and cents, e.g., \$24.15
- B) All Fixed and Unit Prices must be the actual unit price the State shall pay for the proposed item per this RFP and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, i.e. .344 shall be 34 and .345 shall be 35.
- D) All goods or services required or requested by the State and proposed by the Offeror at No Cost to the State must be clearly entered in the Unit Price and Extended Price with \$0.00.
- E) Every blank in the price sheet shall be filled in.
- F) Except as instructed on the forms, nothing shall be entered on the forms that alters or proposes conditions or contingencies on the prices or percentages.
- G) It is imperative that the prices included on the Price Proposal Forms have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Price Proposal Forms.

#### Specific Instructions:

Offerors shall submit Attachment F – Price Proposal in the MS Excel provided format as required in RFP Section 3.5.

Attachment F contains the following spreadsheets to be completed by Offerors:

Tables A through G:

- A – COTS Software for Offender Case Management System
- B – System Architecture Configuration

- C – Overall SDLC Phase Deliverables
- D – Functional Unit – ABS
- E – Functional Unit – PSRP
- F – Functional Unit – DOC
- G – Functional Unit – DPP

Table H – Labor Rate Schedule for Optional Services

Table I – Annual Maintenance

Table J – Summary Price Proposal

#### Pricing Table Notes:

- Price Table A has blank lines to indicate third party software that is or will be integrated into the Offeror's OCMS solution. The Offeror may add lines so that there is a separate line for each third party software package. Each software package shall be identified by name and version along with its price. Like the OCMS software application, the price for third party software shall include system support for the base period of the contract.
- Price Tables D1-G1 have blank lines to indicate customization prices for OCMS features not present in the core OCMS software package. The Offeror may add lines so that there is a separate line for each customization. The customization shall be identified by the Attachment G unique reference number in its charts which represent a functional requirement for the OCMS software application. If lengthy customizations are needed, the Offeror has the option of bundling groups of customizations and giving a price for the bundle as long as all the applicable Attachment G unique reference numbers are cited in the price table. The totals in Tables D1-G1 shall convey to the lines in Tables D-G entitled "Developed Custom Functionality."
- Table I has a line for each of the renewal option years for OCMS system support. The OCMS system includes any third party software meaning that the price for system support during the renewal option years shall be inclusive of the delivered OCMS system and third party software.
- Offerors shall enter the fully loaded price for each deliverable or hourly labor rate in Tables A through I. Each table provides a calculation for a total proposed price for each table. The total calculated proposed price for Tables A through I will calculate forward to Table J, the Summary Price Proposal, for a Total Evaluated Price. The Total Evaluated Price provides the basis for which each Offeror will be evaluated financially. Financial evaluation criteria are provided in RFP Section 4.3.

## **ATTACHMENT G – OCMS FUNCTIONAL AND TECHNICAL REQUIREMENTS**

The OCMS Attachment G, Functional and Technical Requirements Document, will published separately

**The remainder of this page is intentionally left blank.**

## ATTACHMENT H – PROCUREMENT OFFICER’S CHECKLIST

RFP	Requirement
3.2.1	Was Vol I sealed separately from Vol II but submitted simultaneously?
3.2.2	Were an unbound original and nine copies of the Vol I-Technical Proposal submitted?
3.2.3	Was an electronic version submitted in MS Word or Excel format for Vol I enclosed in the original copy of the Tech Proposal? Was the electronic media labeled with the RFP title/number, Offeror name and Vol I?
3.3.1	Were separate volumes labeled Vol I—Technical Proposal and Vol II—Financial Proposal, in sealed packages bearing RFP title & number, name/address of Offeror, and closing date/time on outside of the packages? Were proposal pages numbered consecutively?
3.4.1	Was there a letter which transmitted the Technical Proposal and acknowledged the receipt of addenda. Was the letter signed by an individual authorized to commit the Offeror to the services and requirements of the RFP?
3.4.2	Were proposals numbered to match numbering in RFP?
3.4.3	Did the Technical Proposal begin with a title page bearing the name and address of the Offeror and the name and number of the RFP followed by a table of contents for the Tech Proposal? Was confidential information identified after title page of Technical Proposal?
3.4.4	Is there an exec sum, which condenses and highlights the contents of the Tech Proposal?
3.4.4	Does the executive summary identify any exceptions the Offeror has taken to the requirements of the RFP, the Contract (Atch A) or any other attachments?
3.4.4	If there are no exceptions, does the executive summary so state?
3.4.5.1 & .2	Did the Offeror submit a filled in Atch G? Were additional comments keyed to the Ref #? Was there a software capabilities input?
3.4.6.1 through 3.4.6.8	Did the Offeror address each applicable criterion in the Technical Response to RFP Requirements? Provide: System architecture input; hardware requirements; software ops & description; draft PMP; draft Prog Implementation Plan & schedule; list of assumptions/risk analysis; proposed SLA?
3.4.7.1 through 3.4.7.3	Does Offeror Exp & Capabilities info include: (A) overview of similar services to OCMS; (B) list of State of Maryland Contracts currently performing or completed within the last 5 years; and (C) Org Chart plus names/titles of key management personnel w/resumes?
3.4.8	Did the Offeror provide three client references with contact points, contract value, contract period and services provided?
3.4.9	Did the Offeror address economic benefit factors?
3.4.10	Did the Offeror submit financial statements (P&L/balance sheet) for the last two years and a certificate of insurance?
3.4.11	Did the Offeror identify subs and their roles?
3.4.12	Did the Offeror provide: a completed Bid/Proposal Affidavit (Atch B); Certified MBE Utilization and Fair Solicitation Affidavit (Atch D-1); MBE Participation Schedule (Atch D-2); Functional Requirements (Atch G), LW Affidavit (Atch N) Were all the blocks filled in and were the Affidavits signed?

## **ATTACHMENT I – DPSCS HARDWARE STANDARDS**

### **Current PC Type:**

- Dell Personal Computers

### **The Current Department PC Standard is:**

- Dell OPTIPLEX GX755 Ultra Small form factor w/
- Intel CORE 2DUO processor
- 2.33GHz
- E6550/1333FSB
- 2GB DDR2 Non ECC SDRAM 667MHZ
- 80 GB SATA Hard Drive
- 24X32 CDRW/DVD Rom
- Dell USP Keyboard
- USBE Entry Mouse
- 17” 1708FPV Ultra Sharp Monitor

### **Laptop Standard:**

- Dell Latitude D630 1.80GHz Intel CORE 2 DUO Processor
- 14.1” WXGA Display
- 1GB DDR2 SDRAM 667
- 60 GB SATA Hard Drive
- 24xCDRW/DVD Rom

### **PC OS standard:**

- Microsoft Windows XP Pro

### **PC Application Suite Standard:**

- Microsoft Office 2003 Pro

### **PC Standard Anti-Virus Software:**

- Symantec Anti-virus corporate edition 10.1

### **Server Hardware & OS standard:**

- IBM P-series servers using AIX 5.2 and 5.3 OS Rack mounted and stand-a-lone Server standard is Dell w/ the HP OpenView client for performance monitoring and system management.



- IBM Blade Servers w/ the HP OpenView client for performance monitoring and system management.
- The Blade Server standard is:
  - IBM HS20 Blade Server
  - Dual 2(+) GHz Processors
  - GB Memory
  - 73 GB Hard Drives
  - Fiber Channel Expansion Card
  - Microsoft Windows 2003 (Standard\Enterprise)
  - Symantec Anti-Virus
  - Tivoli TSM
  - HP Openview Client
  - DRAC if applicable
  - Dual Power Supply if Applicable
  - Microsoft SMS Client

#### **The Stand Server: Dell 2950**

- Dual 2(+) GHz Processors
- 4 GB Memory
- (3+) 73 GB Hard Drives
- Fiber Channel Expansion Card if applicable
- Microsoft Windows 2003 (Standard\Enterprise)
- Symantec Anti-Virus
- Tivoli TSM
- HP Openview Client
- DRAC if applicable
- Dual Power Supply if Applicable
- Microsoft SMS Client

#### **Router/Switches Standard:**

- Cisco Switches / Routers – The standard requires “Enterprise Class” devices that support AAA access.

#### **Additional NIC Cards:**

- Com, Intel – Ethernet 10/100/1000 PCI Network Interface Cards if not provided in hardware configuration

#### **SAN Storage:**

- Storage Array(s) Characteristics:
  - Fiber channel drive support
  - At least 4 GB/s SAN connectivity

- Support RAID 0, 1, 1+0, and 5
- Major OS support including Windows, AIX, and Linux
- Redundant data paths, power supplies, drive connections, and storage processors
- Software for storage management
- Software for performance and trend analysis
- Software for point-in-time snapshots and full-copy clone creations
- Software/hardware for replication of data to another storage array
- Non-disruptive code upgrades
- Call home capabilities to provide remote notification of system event

### **Miscellaneous Standards:**

- Check Point Security Appliances/encryption protocol – for transmissions between remote sites and the ITCD data
- Printers – HP and Lexmark that support the PLC 5 or better protocol.
- HP Scanners - 7650 Document Flatbed Scanner
- HP Plotters Designjet 4500
- IBM Mainframe (CMOS) - System z servers, which support the z/OS operating system.
- Tape Drives – The Data Center supports a 3494 Tape Library utilizing 3592 tape drives for data import and export of offsite storage. We are also using an EMC EDL4200 Virtual Tape Library to handle the data import and export of onsite storage.

ITCD reserves the right to modify hardware and software standards as required by changing goals, objectives, and technology to best meet agency objectives.

## **ATTACHMENT J – DPSCS ITCD TECHNOLOGY ARCHITECTURE STANDARDS (TAS)**

The DPSCS ITCD Technology Architecture Standard (TAS) document will be published separately.

**ATTACHMENT K – EFT REGISTRATION REQUEST FORM**

**State of Maryland  
Comptroller of Maryland**

Date of request \_\_\_\_\_

**Business identification information (Address to be used in case of default to check):**

Business name \_\_\_\_\_

Address line 1 \_\_\_\_\_

Address line 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip code 

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**Taxpayer identification number:**

Federal Employer Identification Number: 

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--	--	--	--	--	--	--	--

(or) Social Security Number: 

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Business contact name, title, e-mail and phone number including area code. (And address if different from above):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Financial institution information:**

Name and address \_\_\_\_\_

\_\_\_\_\_

Contact name, phone number (include area code), \_\_\_\_\_

\_\_\_\_\_

ABA number 

--	--	--	--	--	--	--	--	--	--

Account number 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Account type 

--

 Checking 

--

 Money Market 

--

 Savings

**Format Desired:** \_\_\_\_\_ CCD \_\_\_\_\_ CCD+ \_\_\_\_\_ CTX\* (Check one.)

\*Note – There may be a charge to you by your bank with this format.

**A VOIDED CHECK from the bank account shall be attached.**

(OVER)

**Transaction requested:**

1. \_\_\_ Initiate all disbursements via EFT to the above account.
2. \_\_\_ Discontinue disbursements via EFT, effective \_\_\_\_\_
3. \_\_\_ Change the bank account to above information – a copy of the approved Registration Form for the previous bank account shall be attached.

I am authorized by \* \_\_\_\_\_ (hereinafter Company) to make the representations contained in this paragraph. Company authorizes the Comptroller and the Treasurer of Maryland to register it for electronic funds transfer (EFT) using the information contained in this registration form. Company agrees to receive all funds from the State of Maryland by electronic funds transfer according to the terms of the EFT program. Company agrees to return to the State of Maryland any EFT payment incorrectly disbursed by the State of Maryland to the Company's account. Company agrees to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

\*Name of registering business entity

\_\_\_\_\_  
Signature of company treasurer, controller, or chief financial officer and date

Completed by GAD/STO

Date Received \_\_\_\_\_

GAD registration information verified \_\_\_\_\_ Date to STO \_\_\_\_\_

STO registration information verified \_\_\_\_\_ Date to GAD \_\_\_\_\_

R\*STARS Vendor No. and Mail Code Assigned:

\_\_\_\_\_

\_\_\_\_\_  
State Treasurer's Office approval date

\_\_\_\_\_  
General Accounting Division approval date

**To Requestor:**

Please retain a copy of this form for your records. Please allow approximately 30 days from the date of your request for the Comptroller's and Treasurer's Offices to process your request. Failure to maintain current information with this office could result in errors in payment processing. If you have any questions, please call the EFT registration desk at 410-260-7375.

**Please submit form to:** EFT Registration, General Accounting Division  
Room 205, P.O. Box 746  
Annapolis, Maryland 21404-0746

Instructions: Electronic Funds Transfer instructions are located: <http://compnet.comp.state.md.us/gad>. Questions may be requested by email, [gad@comp.state.md.us](mailto:gad@comp.state.md.us). Or call 1-888-784-0144.  
COT/GAD X-10

## ATTACHMENT L – NON-DISCLOSURE AGREEMENT

This Non- Disclosure Agreement (the “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_ 2008, by and between \_\_\_\_\_ (hereinafter referred to as “the CONTRACTOR”) and the State of Maryland (hereinafter referred to as “the State”).

WHEREAS, the CONTRACTOR has been awarded a contract for DPSCS Offender Case Management System (OCMS), No. DPSCS ITCD 2008-30 dated \_\_\_\_\_, 2008 (the “Contract”); and

WHEREAS, in order for the CONTRACTOR to perform its obligations under the Contract, it will be necessary for the State to provide the CONTRACTOR and the CONTRACTOR’s employees and agents (collectively the “CONTRACTOR’s PERSONNEL”) with access to certain confidential information including, but not limited, to network information, sensitive offender data files and DPSCS systems architecture.

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the Contract, and for other good and valuable consideration, CONTRACTOR agrees as follows:

1. Confidential Information means any and all information provided by or made available by the State to the CONTRACTOR in connection with the Contract, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the CONTRACTOR views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the Contract.
2. CONTRACTOR shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the Contract.
3. CONTRACTOR shall limit access to the Confidential Information to the CONTRACTOR’s PERSONNEL who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. Each employee or agent of the CONTRACTOR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the CONTRACTOR shall provide originals of such executed Agreements to the State. Each employee or agent of the CONTRACTOR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the CONTRACTOR. CONTRACTOR shall update Exhibit A by adding additional names as needed, from time to time.
4. CONTRACTOR shall, at its own expense, return the Confidential Information to the State upon request of the State or within five business days of the Contract termination.

If the Confidential Information was provided by e-mailed file, the CONTRACTOR shall send an e-mail to the Contract Manager certifying deletion of the e-mail and all copies of the file as well as the destruction of any paper copies or electronic media copies within the five business days referenced above.

5. CONTRACTOR hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
6. CONTRACTOR shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the CONTRACTOR's PERSONNEL or the CONTRACTOR's former PERSONNEL. CONTRACTOR shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
7. CONTRACTOR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State, that monetary damages may be inadequate to compensate the State for such breach, and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the failure by the CONTRACTOR or the CONTRACTOR's PERSONNEL to comply with the requirements of this Agreement. The CONTRACTOR consents to personal jurisdiction in the Maryland State Courts.
8. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the CONTRACTOR or any of CONTRACTOR's PERSONNEL to comply with the requirements of this Agreement, CONTRACTOR and such CONTRACTOR'S PERSONNEL shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. A breach of this Agreement by the CONTRACTOR or by any of the CONTRACTOR's PERSONNEL shall constitute a breach of the Contract between the CONTRACTOR and the State.
10. CONTRACTOR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. CONTRACTOR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
11. The individual signing below warrants and represents that they are fully authorized to bind the CONTRACTOR to the terms and conditions specified in this Agreement. If

signed below by an individual employee or agent of the CONTRACTOR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

12. The parties further agree that:

- a. This Agreement shall be governed by the laws of the State of Maryland;
- b. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
- c. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
- d. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
- e. The Recitals are not merely prefatory but are an integral part hereof.

CONTRACTOR: \_\_\_\_\_ BY: \_\_\_\_\_  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

**CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO  
THE CONFIDENTIAL INFORMATION**

<b>Printed Name and Address of Individual/Agent</b>	<b>Employee (E) or Agent (A)</b>	<b>Signature</b>	<b>Date</b>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



## ATTACHMENT M – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

- A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
    - (A) has a State contract for services valued at less than \$100,000, or
    - (B) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
  - (2) A Subcontractor who:
    - (A) performs work on a State contract for services valued at less than \$100,000,
    - (B) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
    - (C) performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(B) above, or B (3) or C below.
  - (3) Service contracts for the following:
    - (A) services with a Public Service Company;
    - (B) services with a nonprofit organization;
    - (C) services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
    - (D) services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.

- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
- H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.
- I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dllr.state.md.us/> and clicking on Living Wage.

**ATTACHMENT N – LIVING WAGE AFFIDAVIT**

Maryland Living Wage Requirements-Service Contracts

Re: Solicitation No. DPSCS ITCD 2008-30

Offer/Bid submitted by (name of firm)\_\_\_\_\_

Address\_\_\_\_\_

City\_\_\_\_\_ State\_\_\_\_\_ Zip Code\_\_\_\_\_

The Undersigned, being an authorized representative of the above stated Bidder/Offeror, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract.

The Bidder/Offeror agrees to pay employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their employees who are subject to the living wage for hours spent on a State contract for services. The Bidder/Offeror agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

(If applicable) The Bidder/Offeror provides the following reasons why the affirmations above cannot be given and affirms that it is exempt from Maryland's Living Wage Law for the following reasons:\_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness Name (Typed or Printed)

\_\_\_\_\_  
Witness Signature Date

**ATTACHMENT O – DELIVERABLES SUBMISSION FORM**

**STATE OF MARYLAND  
Department of Public Safety and Correctional Services**

**AGENCY RECEIPT OF DELIVERABLE FORM**

**Contract: DPSCS ITCD 2008-30**

I acknowledge receipt of the following:

**Project Name: DPSCS Offender Case Management System (OCMS)**

**Title of Deliverable: \_\_\_\_\_**

**RFP Reference Section Number: \_\_\_\_\_**

**Deliverable Reference ID Number: \_\_\_\_\_**

**Name of Project Manager: \_\_\_\_\_**

\_\_\_\_\_  
**Project Manager Signature**

\_\_\_\_\_  
**Date Signed**

**Name of Contractor's Project Manager: \_\_\_\_\_**

\_\_\_\_\_  
**Contractor's Project Manager Signature**

\_\_\_\_\_  
**Date Signed**

**ATTACHMENT P – DELIVERABLES ACCEPTANCE FORM**

**STATE OF MARYLAND  
Department of Public Safety and Correctional Services**

**AGENCY ACCEPTANCE OF DELIVERABLE FORM**

**Contract: DPSCS ITCD 2008-30**

**Agency Name: Department of Public Safety and Correctional Services**

**Project Manager: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_**

**To: Contractor's Project Manager**

**The following deliverable, as required by Contract DPSCS ITCD 2008-30, has been received and reviewed in accordance with the Contract.**

**Title of deliverable: \_\_\_\_\_**

**RFP Contract Reference Number: Section # \_\_\_\_\_**

**Deliverable Reference ID # \_\_\_\_\_**

**This deliverable:**

☐ Is accepted as written.

☐ Requires changes as indicated below.

**REQUIRED CHANGES:**

**OTHER COMMENTS:**

\_\_\_\_\_  
Project Manager Signature

\_\_\_\_\_  
Date Signed